



AGENDA

WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, MARCH 22, 2021

Publication Date: March 18, 2021

TIME: 6:30 p.m.
DATE: March 22, 2021
PLACE: City Hall Community Room

I. CALL TO ORDER

**II. REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING
AGENDA ITEMS**

III. REVIEW CORRESPONDENCE

IV. CITY ATTORNEY'S REPORT

V. DISCUSSION ITEMS

- a) Update of Ongoing Projects [Bender]
- b) Review of Towne Center Documents [Bender]

VI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

VII. ADJOURNMENT

**STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF SNELLVILLE**

**INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION,
DEVELOPMENT, AND OPERATION OF CERTAIN COMPONENTS OF THE GROVE
AT TOWNE CENTER IN THE CITY OF SNELLVILLE**

This **INTERGOVERNMENTAL AGREEMENT** (the “**IGA**”) is made and entered into as of _____, 2021, by and between **CITY OF SNELLVILLE, GEORGIA** (the “**City**”), a municipal corporation of the State of Georgia, and the **DOWNTOWN DEVELOPMENT AUTHORITY OF SNELLVILLE, GEORGIA** (the “**Authority**”), a public body corporate and politic duly created and existing under the laws of the State of Georgia. Collectively, the City and the Authority may be referred to herein as the “**Parties**.”

WITNESSETH

WHEREAS, the City, the Authority, and Mid Cast Snellville, LLC are parties to that certain Master Development Agreement dated August 26, 2019, as amended (the “**Master Development Agreement**”), under which they are collaborating to develop “The Grove at Towne Center” within the city limits of the City;

WHEREAS, the Authority and the City have previously entered into separate intergovernmental agreements for each parcel of land needed for the STC Project as it was purchased and now wish to enter into this IGA to govern the rights and responsibilities of the City and the Authority with regard to the development, construction, and operation of the STC Project on the Property;

WHEREAS, the City and the Authority are financing and constructing an approximately 750-space parking deck as the main parking facility for the STC Project, which is designed to serve the parking needs of the STC Project;

WHEREAS, the Authority expects to record the Parking Deck Declaration and the Master Declaration, which will govern the rights of the parties participating in the development of the STC Project with respect to the Parking Deck and the STC Project, in general;

WHEREAS, the Authority expects to enter into certain construction contracts (the “**Construction Contracts**”) for construction of a parking deck, a city market facility, and certain public improvements in connection with the development of the STC Project **[ARE WE ABLE TO FURTHER IDENTIFY EACH CONTRACT?]**; and

WHEREAS, the City desires to enter into this IGA for the purpose of authorizing certain actions to be taken by the Authority and contracting with the Authority to specify certain operational details regarding the Parking Deck and the other Municipal Improvements as part of their responsibility to use these assets to stimulate growth, revitalization, and economic expansion in the City.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the Authority do hereby agree, as follows:

ARTICLE I **DEFINITIONS**

The following words and terms shall have the meanings set forth below. Capitalized words and phrases not defined below or elsewhere herein shall have the meaning ascribed thereto in the Master Development Agreement.

“City Market” means the Improvements to be constructed by the Authority on Parcel 4b(Market).

“Construction Contracts” is defined in the Recitals of this IGA.

“IGA” means this Intergovernmental Agreement between the City and the Authority concerning ownership, operation, and maintenance of certain components of the STC Project.

“Project Documents” means, collectively, the Parking Deck Declaration, the Master Declaration, the Joint Development Agreement, and the Construction Contracts.

ARTICLE II **REPRESENTATIONS**

Section 2.1. Representations of the City. The City makes the following representations:

- a. The recitals above are hereby incorporated into the terms of this IGA as if fully set forth herein.
- b. The has City previously determined that the acquisition of the Property by the Authority was in the best interest of the City and the inhabitants thereof.
- c. The City has previously determined and now reaffirms that the development of the STC Project will provide job opportunities, encourage private development, relieve unemployment in the City, provide recreational opportunities, and otherwise support and expand the economy of the City.
- d. The City believes that the assistance of the City in financing the acquisition and development of the STC Project is of critical importance to the Authority.
- e. The City has the authority to enter into this IGA and perform all obligations contained herein, and has, by proper action, duly authorized the execution and delivery of this IGA.
- f. Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia of 1983 provides that the development of trade, commerce, industry and employment

opportunities is a public purpose vital to the welfare of the people of the State of Georgia.

- g. The Property is within the Downtown Development Area as designated by the City for the operation of the Authority, as provided in the Downtown Development Authorities Law.

Section 2.2. Representations of the Authority. The Authority makes the following representations:

- a. The recitals above are hereby incorporated into the terms of this IGA as if fully set forth herein.
- b. The Authority is a public body corporate and politic duly created and existing under the laws of the State of Georgia for the purpose to (a) develop and promote trade, commerce, industry, and employment opportunities for the public good and the general welfare and to promote the general welfare of the state, (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority, (c) to sell, lease, exchange, transfer, assign, pledge, mortgage, dispose of, or grant options for any real or personal property or interest therein for any such purposes, (d) to dispose of any real property for fair market value, regardless of prior development of such property as a project, whenever the board of directors of the Authority may deem such disposition to be in the best interests of the Authority if the board of directors of the Authority prior to such disposition shall determine that such real property no longer can be used advantageously as a project for the development of trade, commerce, industry, and employment opportunities, and (e) to mortgage, convey, pledge, or assign any properties, revenues, income, tolls, charges, or fees owned or received by the Authority;
- c. The Authority hereby warrants that it is not subject to any bylaw or contractual or other limitation or provision of any nature whatsoever which in any way limits, restricts or prevents it from entering into this IGA and performing its obligations hereunder.

ARTICLE III **TERM OF CONTRACT**

Section 3.1. Term. The term of this IGA shall commence with the execution and delivery hereof and shall extend for fifty (50) years. The Parties shall meet within a reasonable time in advance of the expiration date of the initial term of this IGA to consider its renewal.

ARTICLE IV **AGREEMENTS REGARDING THE PROPERTY**

Section 4.1. The Property. The Parties acknowledge that the Authority holds title to the Property and, as such, shall act as the appropriate “City Party” under the Master Development Agreement for purposes of the conveyance of the Phase I Property and the Phase II Property to the Developer

and the acquisition of the Phase I(a) Municipal Development Parcels and the Phase I(b) Municipal Development Parcels, all as contemplated in the Master Development Agreement. The Parties agree that, during the term of this IGA, title to the Phase I(a) Municipal Development Parcels and the Phase I(b) Municipal Development Parcels shall be vested in the Authority. The Parties agree that the Authority shall manage the improvements constructed on the Phase I(a) Municipal Development Parcels and the Phase I(b) Municipal Development Parcels in a manner that is consistent with the Project Documents. The Authority may negotiate leases of all or a portion the City Market and work with prospective tenants thereof upon such terms and conditions as are determined acceptable by the Authority, subject to the approval of the Mayor and Council of the City. The Authority will follow the directions of the Mayor and Council of the City as to how, when and to whom the Phase I(a) Municipal Development Parcels or the Phase I(b) Municipal Development Parcels are disposed of. The Authority agrees that the proceeds of any sale, lease or other disposition of any of the Phase I(a) Municipal Development Parcels or the Phase I(b) Municipal Development Parcels shall be deposited or disposed of as directed by the City. The City agrees that neither the sale, lease or other disposition of all or any portion of the Phase I(a) Municipal Development Parcels or the Phase I(b) Municipal Development Parcels or any interest therein shall affect its obligations under this IGA.

ARTICLE V

PROJECT INSTRUMENTS; OTHER

Section 5.1 City and Authority Agreements. Subject to the details set forth generally in this IGA and specifically in this Article, the City consents to the Authority entering into the Parking Deck Declaration and the Master Declaration. In addition, the Authority, on behalf of the City and at the City's express instruction, shall enter into the Construction Contracts.

Section 5.2. City and Obligations. The City agrees that, during the term of this IGA, the City shall be obligated to fund in its general operating budget the funds necessary to satisfy the contractual commitments of the Authority as follows:

- a. The Parking Deck Declaration. The City shall provide the Authority with funding necessary on an annual basis (or such other frequency as may be necessary) to allow the Authority to satisfy all of its obligations under the Parking Deck Declaration;
- b. The Master Declaration. The City shall provide the Authority with funding necessary on an annual basis (or such other frequency as may be necessary) to allow the Authority to satisfy all of its obligations under the Master Declaration; and
- c. The Joint Development Agreement. The City shall provide the Authority with funding necessary on a monthly basis (or such other frequency as may be necessary) to allow the Authority to satisfy all of its obligations under the Joint Development Agreement; and
- d. Construction Contracts. The City shall provide the Authority with funding necessary on a monthly basis (or such other frequency as may be necessary) to

allow the Authority to satisfy all of its obligations under the Construction Contracts.

Section 5.3. Source of Funds for City's Payment Obligations; Limitations on Additional Contracts.

The obligation of the City to make payments under this IGA shall constitute a general obligation of the City, payable out of any funds lawfully available to it for such purpose from whatever source derived (including general funds). The City covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial limits of the City, as now existent and as the same may hereafter be extended, at such rate or rates as may be necessary to produce in each year revenues which will be sufficient to fulfill the City's obligations under this IGA, from which revenues the City agrees to appropriate sums sufficient to pay in full when due all of the City's obligations under this IGA. The City hereby creates and grants a lien in favor of the Authority on any and all revenues realized by the City from such tax, if levied, to make the payments that are required under this IGA, which lien is superior to any that can hereafter be created. Nothing herein contained, however, shall be construed as limiting the right of the City to make the payments called for by this IGA out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

Section 5.4. Agency for Construction Contracts [BROAD ENOUGH?].

The Authority hereby appoints the City as its exclusive agent for the purpose of administering the Construction Contracts, and more generally, for causing the acquisition, construction, equipping, and installation of Municipal Improvements. The City, as agent for the Authority for such purpose, assumes all rights, duties and responsibilities of the Authority regarding supervision of the acquisition, construction, and installation of the Improvements as are granted to or imposed upon the Authority pursuant to the Construction Contracts. The City shall supervise the acquisition, construction, equipping, and installation of the Municipal Improvements in a manner to ensure that, upon final completion thereof, the Municipal Improvements shall be free and clear of all liens and encumbrances that may arise in connection with the work performed and that the Municipal Improvements will be acceptable to the City for their use, occupancy, and operation during the term of this IGA. The City is hereby authorized to execute and deliver any documents with respect to administering the Project Documents. The Authority shall cooperate with the City, as requested by the City, in connection with the execution, delivery, and performance of any Project Documents. Notwithstanding anything herein to the contrary, title to the Municipal Improvements shall be and shall remain in the Authority.

Section 5.5 Amendments. The Authority shall not alter or amend the Project Documents without the City's express written consent.

Section 5.5 Communications. On a frequency to be established by the City, but not less than quarterly, the Authority shall provide to the City information regarding the facilities subject to this IGA that will allow the City to reasonably ascertain the status of such facilities and the resources (financial or otherwise) that the City needs available to assist the Authority in its operations and maintenance plans thereof.

ARTICLE VI
MISCELLANEOUS

Section 6.1. Governing Law. This IGA and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed and interpreted according to the laws of the State of Georgia, without regard to principles of conflicts of laws.

Section 6.2. Entire Agreement. This IGA expresses the entire understanding and all agreements between the parties hereto.

Section 6.3. Severability. If any provision of this IGA shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.

Section 6.4. Survival of Warranties. All agreements, representations and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby, shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

Section 6.5. Counterparts. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.6. Amendments in Writing. No waiver, amendment, release or modification of this IGA shall be established by conduct, custom or course of dealing, but solely by an instrument in writing only executed by the parties hereto.

Section 6.7. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or five days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the Authority, respectively, at the addresses shown below or at such other addresses as may be furnished by the City or the Authority in writing from time to time:

CITY:	City of Snellville 2342 Oak Road Snellville, Georgia 30078-2361
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AUTHORITY:	Downtown Development Authority of Snellville, Georgia 2342 Oak Road
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Snellville, Georgia 30078-2361

Section 6.8. Limitation of Rights. Nothing in this IGA, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this IGA.

[Execution on Following Page]

IN WITNESS WHEREOF, the City and the Authority have caused this IGA to be executed in their respective corporate name sand have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of this _____ day of _____, 2021.

Signed, sealed and delivered in the presence of:

CITY OF SNELLVILLE, GEORGIA

Unofficial Witness

By: _____
Barbara Bender, Mayor

Notary Public

Attest: _____
Melisa Arnold, City Clerk

My Commission Expires: _____

[SEAL]

[NOTARIAL SEAL]

**DOWNTOWN DEVELOPMENT
AUTHORITY OF
SNELLVILLE, GEORGIA**

Signed, sealed and delivered in the presence of:

Unofficial Witness

By: _____
Don Britt, Chairman

Notary Public

Attest: _____
Secretary

My Commission Expires: _____

[SEAL]

[NOTARIAL SEAL]

INTERGOVERNMENTAL AGENCY AGREEMENT

THIS INTERGOVERNMENTAL AGENCY AGREEMENT for the City of Snellville, Town Center Project, dated as of April _____, 2021 (this “**Agency Agreement**”), is by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF SNELLVILLE, GEORGIA**, a Georgia downtown development authority and a public body corporate and politic (the “**Authority**”), and the **CITY OF SNELLVILLE, GEORGIA**, a municipal corporation of the State of Georgia (the “**City**”).

W I T N E S S E T H:

WHEREAS, the Authority is issuing its Downtown Development Authority of Snellville, Georgia Town Center Project Taxable Revenue Bonds, Series 2021A (the “**Series 2021A Bonds**”), pursuant to a Trust Indenture, dated as of May 1, 2019, by and between the Authority and Regions Bank, as Trustee (the “**Original Indenture**”), as supplemented by a First Supplemental Indenture (the “**Series 2021A Supplemental Indenture**” and, together with the Original Indenture, the “**Series 2021A Indenture**”), and its Downtown Development Authority of Snellville, Georgia Town Center Project Revenue Bonds, Series 2021B (the “**Series 2021B Bonds**,” and, together with the Series 2021A Bonds, the “**Series 2021 Bonds**”), pursuant to a Trust Indenture, dated as of _____ 1, 2021, by and between the Authority and Regions Bank, as Trustee (the “**Series 2021B Indenture**” and, together with the Series 2021A Indenture, the “**Series 2021 Indentures**”); and

WHEREAS, the Authority and the City have entered into those certain Intergovernmental Agreements of even date herewith (the “**Intergovernmental Agreements**”), under which the the Authority has agreed to cause the issuance and sale of the Series 2021 Bonds pursuant to the Series 2021 Indentures in order to provide funding for a portion of the costs to develop the Towne Center project with the proceeds from the sale of the Series 2021 Bonds and under which the City has agreed to pay to the Authority sufficient moneys to permit the Authority to pay the debt service on the Series 2021 Bonds, all as provided in the Series 2021 Indentures and the Intergovernmental Agreements; and

WHEREAS, the City has expended considerable amounts of time, money, and effort in obtaining architectural and other professional services, in preparing bid and other documents for acquisition, construction, equipping and installation of the municipal facilities comprising the Towne Center project and in awarding bids in accordance with applicable law, and the Authority desires to engage the City pursuant to the terms hereof to administer the proceeds of the Series 2021 Bonds towards the acquisition, construction, equipping, and installation of the facilities comprising the municipal portions of the Towne Center project;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Authority and the City hereby agree as follows:

Section 1. **Definitions.** All capitalized terms used herein which are not defined herein shall have the same meaning as when such terms are used in the Series 2021 Indentures.

Section 2. **Disbursements from the Project Accounts.** Whenever payments from the Series 2021A Project Account or the Series 2021B Project Account (together, as applicable, the “**Project Accounts**”) are to be made to satisfy an obligation for the Towne Center project, the Authorized City Representative shall coordinate with the Authorized Officer of the Authority to file with the Trustee the written requisitions required by the Series 2021 Indentures to be delivered to effect disbursements from the Project Accounts and shall furnish or cause to be furnished such other certificates and documents as may be required to establish that there has not been filed with or served upon the City or the Authority notice of any lien, right to lien, attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons named in such written requisitions, which has not been released or will not be released simultaneously with such payment, other than materialmen’s or mechanics’ liens accruing by mere operation of law which will not be released until final payment is made. The City shall also provide certificates in connection with such written requisitions from the architects and engineers performing work for the Towne Center project as may be customary to certify their approval of the payments therein requested to be made and further certifying that insofar as such obligations for payment were incurred for work, materials, equipment and supplies, such work was actually performed, or such materials, equipment or supplies were actually installed, were delivered at the construction site of the work for that purpose or were delivered for storage or fabrication at the place or places approved by the City. More generally, all disbursements from the Project Accounts shall be approved by the Authorized City Representative.

Section 3. **Ratification.** The Authority hereby ratifies and approves any and all actions undertaken prior to the execution of this Agency Agreement by the City on behalf of the Authority for the Towne Center project.

Section 4. **Term of this Agency Agreement.** This Agency Agreement shall terminate thirty (30) days after disbursement of all funds in the Project Accounts, except that the City may thereafter notify contractors of defects in construction and demand correction in accordance with whatever warranties may be applicable. If the defects are not immediately corrected, the City, at its sole expense (but only from appropriated moneys legally available for such purpose), may initiate and pursue any remedies which may be available to the City to enforce correction of construction defects.

[Execution on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the day and year first above written.

AUTHORITY:

**DOWNTOWN DEVELOPMENT AUTHORITY
OF SNELLVILLE, GEORGIA**

By: _____
Chairman

ATTEST:

Secretary

[SEAL]

CITY:

CITY OF SNELLVILLE, GEORGIA

By: _____
Mayor

ATTEST:

Clerk

[SEAL]



AGENDA

PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, MARCH 22, 2021

Publication Date: March 18, 2021

TIME: 7:30 p.m.

DATE: March 22, 2021

PLACE: Council Chambers

- I. **CALL TO ORDER**
- II. **INVOCATION**
- III. **PLEDGE TO THE FLAG**
- IV. **CEREMONIAL MATTERS**
 - a) PRO 2021-05 - Recognizing Mrs. Edna Cofer On Her 100th Birthday
 - b) PRO 2021-06 – Arab American Heritage Month
- V. **MINUTES**
Approve the Minutes of the February 20, 2021 Work Retreat and the March 8, 2021 Meetings
- VI. **INVITED GUESTS**
None
- VII. **COMMITTEE / DEPARTMENT REPORTS**
- VIII. **APPROVAL OF THE AGENDA**
- IX. **PUBLIC HEARING**
 - a) 2nd Reading - RZ 20-04 LUP 20-03 – Consideration and Recommendation on applications by Meritage Homes of Georgia (applicant) and Crawford F. Juhan, Jr. (property owner) and Edjen Finance, LLC (property owner) requesting to amend the Snellville 2040 Comprehensive Plan Future Land Use Map from Office-Professional and Low-Density Residential to Medium-Density Residential; Official Zoning Map amendment from OP (Office Professional) District and BG

REGULAR BUSINESS & PUBLIC HEARING OF MAYOR AND COUNCIL
MONDAY, MARCH 22, 2021
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(General Business) District to R-TH (Single-family Residential Townhome) District and request for variance from the front-load garage setback requirement for a 101-unit townhome development on a 14.724± acre site having a density of 6.859 units per acre, located at 2465 Scenic Highway S, Snellville, Georgia (Tax Parcels 5006 002 and 5006 003)

- b) 2nd Reading - RZ 21-01 LUP 21-01 – Consideration and Recommendation on applications by AXIS Infrastructure, LLC (applicant) and Britt and Camp, LLC (property owner) requesting to amend the Snellville 2040 Comprehensive Plan Future Land Use Map from Low-Density Residential to Medium-Density Residential and Official Zoning Map amendment from RS30 (Single-family Residential) District to RS-5 (Single-family Residential) District for a 13- lot single-family (detached) residential subdivision on a 2.765± acre site having a gross density of 4.7 units per acre, located at 2706 Lenora Church Road, Snellville, Georgia (Tax Parcel 5028 001)
- c) 2nd Reading - CIC 21-01 – Consideration and Recommendation on application by Concept Engineering Services (applicant) and Rejoice in The Word Church International Ministry, Inc. (property owner) requesting a change in conditions from #RZ 07-01 (approved 2-26-2007) to allow 95 onsite parking spaces to be constructed between the street and 8,000 SF proposed religious assembly building on a 5.47± acre site, zoned CI (Civic Institutional) District, located at 3079 Lenora Church Road, Snellville, Georgia (Tax Parcel 5029 090)

X. **CONSENT AGENDA** (Please see *Note)

XI. **OLD BUSINESS**

XII. **NEW BUSINESS**

- a) Consideration and Action on Master Development Agreement Update [Bender]
- b) Consideration and Action on Surplus of the Parks & Recreation Items [Bender]
- Six Sets of Aluminum Bleachers
 - Bush Hog Pull Behind finishing mower
- c) Consideration and Action on Surplus of City Police Vehicles [Bender]
- Police Unit 145 2006 Chevrolet Impala 2G1WS551X69270265
 - Police Unit 152 2006 Chevrolet Impala 2G1WS551269354676
- d) Consideration and Action on Confirmation of Temporary Easements for Towne Center [Bender]
- e) Mayors Nomination and Council Confirmation of Holli Donegan to the Snellville Youth Commission Advisory Board [Lenski]

REGULAR BUSINESS & PUBLIC HEARING OF MAYOR AND COUNCIL
MONDAY, MARCH 22, 2021
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XIII. COUNCIL REPORTS

XIV. MAYOR'S REPORT

XV. PUBLIC COMMENTS

- Section 2-53

Each member of the public who wishes to address the Mayor and City Council in public session must submit their name, address and the topic (be as specific as possible) of their comments to the City Clerk prior to making such comments. Individuals will be allotted five minutes to make their comments and such comments must be limited to the chosen topic. Members of the public shall not make inappropriate or offensive comments at a City Council meeting and are expected to comply with our adopted rules of decorum.

- Decorum

You must conduct yourself in a professional and respectful manner. All remarks should be directed to the Chairman and not to individual Council Members, staff or citizens in attendance. Personal remarks are inappropriate.

XVI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

XVII. ADJOURNMENT

***Note:** Items on the Consent Agenda may be read by title only. Upon the request of any Council Member, any item may be removed from the Consent Agenda and placed on the Regular Agenda prior to the adoption of the Regular Agenda. The Consent Agenda, or the remainder thereof omitting the challenged items, shall be adopted by unanimous consent.

CITY OF SNELLVILLE
MEETINGS AND LOCAL EVENTS
MARCH 22, 2021

March 22

Council Meeting

Monday, March 22, 2021

6:30 pm Work Session – Community Room, City Hall

7:30pm Meeting - Council Chambers, City Hall

March 23

Snellville Youth Commission Meeting

Tuesday, March 23, 2021

6:00 pm

Virtual Go To Meeting

March 23

Planning Commission Meeting

Tuesday, March 23, 2021

7:00 pm Work Session – Community Room, City Hall

7:30 pm Meeting – Council Chambers, City Hall

March 28

Broadcast of 03/22/21 Council Meeting

Sunday, March 28, 2021

Watch the broadcast of the 03/22/21 Council Meeting on Comcast Channel 25 at 6:30pm

April 1

Snellville Youth Commission Application Period Closes

Thursday, April 1, 2021

2:30 pm

April 2

Red Cross Blood Drive

Friday, April 2, 2021

1:30 pm

Community Room, City Hall

April 3

Extended Farmers' Market – Farm Products

Saturday, April 3, 2021

9:00am-12:00pm

City Hall Parking Lot

April 8

Snellville Youth Commission Advisory Board Meeting

Thursday, April 8, 2021

6:00 pm

Conference Room 145, City Hall

April 12

Council Meeting

Monday, April 12, 2021

6:30pm Work Session – Community Room, City Hall

7:30pm Meeting - Council Chambers, City Hall



CITY OF SNELLVILLE

Proclamation

PRO 2021-05

RECOGNIZING MRS. EDNA COFER ON HER 100th BIRTHDAY

WHEREAS, Mrs. Edna Cofer was honored by family and friends on the occasion of her 100th Birthday on Thursday, March 18, 2021; and

WHEREAS, she was born in a farm house on High Point Road and has resided in the Snellville area for 91 years and has been a proud resident of the City for 55 years; and

WHEREAS, Mrs. Cofer was married to James D. Cofer who was a Mayor and Council Member for the City of Snellville between 1947 and 1952 and mother to son James D. "Jack" Cofer Jr. who served as a Council Member from 1974 through 1975 and;

WHEREAS, she is a loving mother to her child James D. "Jack" Cofer Jr and grandmother to her two grandchildren, James III and Kelly and;

WHEREAS, Mrs. Cofer not only faithfully supported her family, but also many Community efforts such as the early school lunch program, the American Legion Auxiliary Post, and the Snellville Historical Society and;

WHEREAS, she is long term member of the Snellville United Methodist Church and possibly the oldest living member of the Church as well as the Snellville Historical Society, the Snellville High School Alumni Association, and the Ewing family.

NOW, THEREFORE, BE IT PROCLAIMED that I, Barbara Bender, Mayor of the City of Snellville, Georgia, Where Everybody is PROUD to be Somebody, do hereby join with our City Council and the Citizens of Snellville in recognizing **EDNA COFER** on her 100th Birthday and express our gratitude for her support of our City and congratulate her on such a wonderful life

Proclaimed this 22nd day March 2021.



ATTEST:

Melisa Arnold, City Clerk

Barbara Bender, Mayor

Dave Emanuel, Mayor Pro Tem

Solange Destang, Council Member

Cristy Lenski, Council Member

Gretchen Schulz, Council Member

Tod Warner, Council Member



CITY OF SNELLVILLE

Proclamation

PRO 2021-06

ARAB AMERICAN HERITAGE MONTH APRIL 2021

WHEREAS, National Arab American Heritage Month is observed throughout the United States each April; and

WHEREAS, for more than a century, Arab Americans have been making valuable contributions to virtually every aspect of American society, including medicine, law, business, technology, government, and culture; and

WHEREAS, since migrating to America, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends; and

WHEREAS, they brought with them to America their resilient family values, strong work ethic, dedication to education, and diversity in faith and creed that has added strength to our nation; and

WHEREAS, the Arab American community joins all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

WHEREAS, Georgia takes great pride in the diversity of people, cultures, and traditions represented by its residents; and

WHEREAS, Georgia is enriched by the significant and lasting contributions of its residents of Arab American heritage.

THEREFORE, I, Barbara Bender, Mayor of the City of Snellville, Georgia, Where Everybody is PROUD to be Somebody, do hereby join with our City Council and the citizens of Snellville to hereby commend the innumerable contributions of Arab Americans and proclaim April 2020 as Arab American Heritage Month.

Proclaimed this 22nd day of March, 2021.



ATTEST:

Barbara Bender, Mayor

Dave Emanuel, Mayor Pro Tem

Solange Destang, Council Member

Cristy Lenski, Council Member

Gretchen Schulz, Council Member

Melisa Arnold, City Clerk

Tod Warner, Council Member



WORK RETREAT
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
SATURDAY, FEBRUARY 20, 2021

Present for Morning Session: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz, and Tod Warner. Also present City Manager Butch Sanders, Assistant City Attorney Chuck Ross and Jay Crowley with Powell and Edwards Attorneys at Law, Planning and Development Director Jason Thompson, Chief Roy Whitehead, Assistant Chief Greg Perry, Public Works Director Gaye Johnson, Parks and Recreation Director Lisa Platt, UGA Facilitator Chrissy Marlowe, and City Clerk Melisa Arnold.

Call to Order

Mayor Bender called the meeting to order at 8:30 a.m.

Planning Retreat Discussion – Goals and Objectives

City Manager Butch Sanders did a review of 2020 accomplishments.

The following directors each gave a department presentation:

Planning and Development Director Jason Thompson, Public Works Director Gaye Johnson, and Parks and Recreation Director Lisa Platt.

Recessed for lunch at Noon.

During lunch Chief Roy Whitehead and Assistant Chief Greg Perry gave a presentation.

The meeting reconvened at 1 p.m. and Mayor Bender lead a discussion on the budget impact that the Towne Center will have. City Manager Sanders advised he is working on the budget and advised it would be a separate departmental budget.

Council issues were reviewed and discussed. (See attached work retreat report by Facilitator Chrissy Marlowe.)

Mayor Bender read the closed meeting notice into the record as follows:

- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

Upon a motion by Council Member Lenski, 2nd by Council Member Warner, the meeting was closed, with all Council Members and the Mayor present and voting in favor.

The meeting recessed at 3:42.

The meeting reconvened at 4:03 p.m.

City Manager Sanders reviewed the Economic Development presentation.

MAYOR AND COUNCIL WORK RETREAT
SATURDAY, FEBRUARY 20
PAGE TWO

Adjournment

The meeting adjourned at 4:30 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk

City of Snellville

2021 Work Retreat Report

1. Towne Center:

- a. **Write** text amendment to Towne Center overlay district to create a tiered approach, outside of Towne Center core, in order to alleviate economically-demanding requirements.
Jason/ Chuck
- b. **Review** boundaries annually.
- c. The expanded overlay boundaries currently have a constricting six-month non-conforming threshold.
- d. Don't want to put business owners in difficult spot because of pandemic and requirement to conform to new overlay guidelines which, for some, might require a complete rebuild.
- e. Don't need the message/policy too stringent once TC begins to be a catalyst for development.
- f. Proper uses and called for improvements are most important within the expanded area.
- g. Southside—make sure changes don't create perception that city doesn't care; work with older structures and their owners.

2. Towne Center Operations:

- a. Plan for future Grove area needs: Extra police officers, public works staff and janitorial.
- b. Towne Center budget needs will be shown in separate Department to cover all DDA reimbursements for Grove services. Bond proceeds and debt service, SPLOST proceeds and expenditure and other sources and uses will also be transparent.
- c. Millage rate increase will be necessary to cover debt service on \$20 million in bonds.
- d. Potential new property tax revenue from Phase 1 (\$85 million private investment) would be \$156,000; surrounding property values will increase, but slowly.

3. Towne Center Publicity and Promotion:

- a. **Drive** the work of Intrepid

4. Planning commission:

- a. **Encourage** Board applicants, likely to have other vacancies soon.
- b. **Arrange** for a Saturday training class on parliamentary procedures; Dennis Conway as instructor.
- c. **Draft** text amendment to require training for new commissioners.

5. Amendment to UDO:

- a. **Draft** UDO amendment for potential package sales and cannabis retail uses, with suggestions for zoning classifications and other restrictions, and a map where these uses may be allowed. Needs to be 60 days ahead of referendum call, so need to have by July 1.
 - b. **Hold** joint work session w/ Planning Commission and Board of Appeals about said amendment.
 - c. **Put** amendment on referendum for citizen support in the fall if legislation passes.
6. Curb and Gutter and Sidewalks:
 - a. **Research** cost and company to update 2008 Sidewalk Master Plan to include costs and priorities for sidewalks and curbs/gutter.
 - b. **Research** areas appropriate for an assessment program for curb and gutter work.
 - c. **Consider** SPLOST money for sidewalk construction.
7. Roundabout landscaping:
 - a. **Discuss** with county.
 - b. **Discuss** with garden clubs about adoption and maintenance.
8. Senior Center:
 - a. **Expand** Senior Advisory Board and include a council member.
 - b. Hold quarterly meetings and distribute minutes of board meetings.
 - c. **Address** programming issues, communication, and marketing.
 - d. **Create** marketing plan to include all modes of communication, how to increase participation; constant contact with reminders.
9. Murals on Highway 78:
 - a. Address existing mural and beautification of all concrete retaining walls on Hwy. 78.
10. Fireworks:
 - a. **Discuss** fireworks ordinance with police department and counsel to shorten allowed times.
11. Street lights:
 - a. **Ask** community on Facebook and website to report to City where street lights are out.
 - b. Need more ways to keep up with them. Police and Public Works help administration keep running list. Walton EMC is working on it, but not their top priority.
12. Invocation and Pledge: Set-up schedule where M&C is responsible for covering two months/each year.
13. Citizens Advisory Council:

- a. **Continue** conversation about creating an advisory council started after the Resolution on racism was adopted: What type of issues would they address and how? What would the community expectations be?
- b. **Approach** racial issues in community through education and communication.
- c. Need more town halls to be proactive and keep communication lines open.
- d. **Use** facts and numbers to openly answer community concerns about racial make-up of Municipal Court attendance.
- e. **Better publicize** Police department policies on de-escalation and numerous other progressive efforts to address the community concerns Council is hearing.

14. City Government in Neighborhoods:

- a. Need a forum for a dialogue with community; to get to know people
- b. **Hold** neighborhood block parties to have Council activities outside of city hall.

15. City Website:

- a. **Email** Eric & Brian about ideas on how to address navigation issues for upcoming revamp of website. Simplify searches for information our citizens look for.
- b. **Post** council meetings on Facebook and improve outreach to constituents.

16. Recognize City Staff:

- a. **Hold** employee appreciation events in each department.

17. Arts Commission:

- a. **Appoint** five people to form an arts commission to showcase cultural diversity of city.
- b. **Solicit** and review proposals to create an arts master plan.

18. City Hall Culture: Establish better guidelines for City personnel when it comes to wellness program activities and inter-office communications during work hours.

19. Digital Badge program:

- a. **Designate** an employee to champion.

20. Assistant City Manager:

- a. Put in the budget for start date on July 1 or earlier.
- b. Will include reorganization of City Org Chart.

21. Annexation:

- a. **Develop** list of areas to consider for annexation within next year: Mt. View/Williams Place, Summit Chase, neighborhoods next to Sam's Club, and Three Bars area.
- b. **Present** previous annexation plan to council.
- c. **Start** conversations with residents in those areas and determine zoning.



**WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, MARCH 8, 2021**

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz, and Tod Warner. Also present City Manager Butch Sanders, Assistant City Attorney Chuck Ross Powell and Edwards Attorneys at Law, Chief Roy Whitehead, Assistant Chief Greg Perry, Public Information Officer Brian Arrington, Economic Development Manager Eric Van Otteren and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 6:30 p.m.

REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING AGENDA ITEMS

Mayor and Council reviewed the agendas. Mayor Bender advised that the New Business item regarding the Master Development Agreement will be postponed to the March 22nd meeting.

REVIEW CORRESPONDENCE

No correspondence.

CITY ATTORNEY'S REPORT

Attorney Ross advised that the Faith's Crossing sign case in Loganville has been settled and they will be paying the legal fees.

DISCUSSION ITEMS

Update of Ongoing Projects [Bender]

City Manager Sanders gave an update on the projects and the Towne Center.

Discussion of Thrive for a Shared Workspace Program in the Towne Center Library Building [Bender]

Mayor Bender gave an overview of the Thrive proposal and suggested looking at other companies that do the same thing. She asked Council to review the proposal and they would discuss it again at a later date.

Master Plan for Briscoe Park Improvements/Old Public Works Buildings/Old Library Building [Lenski]

Council Member Lenski asked about the status of the Master Plan. City Manager Sanders advised he has a meeting with Goodwyn Mills Cawood to discuss the current plan and restart the process. Discussion followed on the current plan and what can be considered in a future update of the plan.

WORK SESSION OF MAYOR AND COUNCIL
MONDAY, MARCH 8, 2021
PAGE TWO

Discussion about a New Distracted Driving Vehicle for Bobby Howard [Lenski]

Bobby Howard presented the idea of turning an old van from the Police Department into a vehicle to address the dangers of distracted driving.

Code Violation Updates [Schulz]

City Manager Sanders said Planning Director Jason Thompson emailed out an update on the Dollar Tree and advised citations had been issued by Officer Greene.

EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Pro Tem Emanuel made a motion to adjourn, 2nd by Council Member Schulz; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:25 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



**PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, MARCH 8, 2021**

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz, and Tod Warner. Also present City Manager Butch Sanders, Assistant City Attorney Chuck Ross Powell and Edwards Attorneys at Law, Chief Roy Whitehead, Assistant Chief Greg Perry, Public Information Officer Brian Arrington, Economic Development Manager Eric Van Otteren and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 7:33 p.m.

INVOCATION

Former Council Member Bobby Howard gave the invocation.

PLEDGE TO THE FLAG

Charlie Smith, Eagle Scout with Troop 876, led the Pledge of Allegiance.

CEREMONIAL MATTERS

None

MINUTES

Approve the Minutes of the February 22, 2021 Meetings

Mayor Pro Tem Emanuel made a motion to approve the minutes of the February 22, 2021 meetings, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved.

INVITED GUESTS

None

COMMITTEE / DEPARTMENT REPORTS

None

APPROVAL OF THE AGENDA

Mayor Pro Tem Emanuel made a motion to approve the agenda with one amendment, item "c" under new business "Consideration and Action on Master Development Agreement" will be moved to the March 22nd agenda, 2nd by Council Member Schulz; voted 6 in favor and 0 opposed, motion approved.

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
MONDAY, MARCH 8, 2021
PAGE TWO

PUBLIC HEARING

1st Reading - RZ 21-01 LUP 21-01 – Consideration and Recommendation on applications by AXIS Infrastructure, LLC (applicant) and Britt and Camp, LLC (property owner) requesting to amend the Snellville 2040 Comprehensive Plan Future Land Use Map from Low-Density Residential to Medium-Density Residential and Official Zoning Map amendment from RS30 (Single-family Residential) District to RS-5 (Single-family Residential) District for a 13- lot single-family (detached) residential subdivision on a 2.765± acre site having a gross density of 4.7 units per acre, located at 2706 Lenora Church Road, Snellville, Georgia (Tax Parcel 5028 001)

Council Member Lenski made a motion to waive the first reading and place on the March 22, 2021 agenda for the second reading and public hearing, 2nd by Mayor Pro Tem Emanuel; voted 6 in favor and 0 opposed, motion approved.

1st Reading - CIC 21-01 – Consideration and Recommendation on application by Concept Engineering Services (applicant) and Rejoice in The Word Church International Ministry, Inc. (property owner) requesting a change in conditions from #RZ 07-01 (approved 2-26-2007) to allow 95 onsite parking spaces to be constructed between the street and 8,000 SF proposed religious assembly building on a 5.47± acre site, zoned CI (Civic Institutional) District, located at 3079 Lenora Church Road, Snellville, Georgia (Tax Parcel 5029 090)

Council Member Schulz made a motion to waive the first reading and place on the March 22, 2021 agenda for the second reading and public hearing, 2nd by Council Member Lenski; voted 6 in favor and 0 opposed, motion approved.

CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

Consideration and Action on Master Development Agreement Update [Bender]
Postponed under Approval of the Agenda

COUNCIL REPORTS

Council Members Destang, Warner, Lenski, Schulz, and Mayor Pro Tem Emanuel each gave a report.

MAYOR'S REPORT

Mayor Bender gave a report.

PUBLIC COMMENTS

None

**PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
MONDAY, MARCH 8, 2021
PAGE THREE**

EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Pro Tem Emanuel made a motion to adjourn, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:54 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk

Agenda Item Summary



TO: The Mayor and Council

FROM: Jason Thompson, Director
Department of Planning and Development

DATE: March 22, 2021

RE: #RZ 20-04 LUP 20-03

DEVELOPMENT: 101-Unit Townhome Development
14.7± Acres at 2465 Scenic Hwy. S, Snellville, Georgia

STATUS: Continuance from Feb 22nd 2nd Reading/Public Hearing

Applications to amend the Snellville 2040 Comprehensive Plan Future Land Use Map; Official Zoning Map amendment and request for variance for a 101-Unit Single-family Attached (Townhome) Development on a 14.7± acre property located at 2465 Scenic Hwy. S, Snellville, Georgia (Tax Parcels 5006 002 and 5006 003).

UPDATE – Upon concerns about density and overall quality of life to Lanier Forest residents, the applicant asked for the hearing to be tabled. The applicant has since provided and new site plan with a reduction of 11 units bringing the total down to 90 units. The site plan also pulls the development further back from Lanier Forest. The applicant concurrently provided revised front elevations with enhancements made to the garages to make them more aesthetically pleasing.

Financial Impact: Site Development Permit fees; Building Permit fees; Real Property Taxes

Planning Commission Meeting: January 26, 2021

Recommendations:

Case No. →	LUP 20-03	RZ 20-04
Planning Department	Approval	Approval
Planning Commission	Approval	Approval

Mayor and Council Meetings: February 8, 2021 (1st Reading)

14.7± Acres at 2465 Scenic Hwy. S, Snellville, Georgia
Case #RZ 20-04 LUP 20-03
March 22, 2021
Page... 2

**February 22, 2021 (2nd Reading and Public Hearing –TABLED)
March 22, 2021 (Public Hearing)**

Action requested: **Consideration, Public Hearing and Action**

Case Documents (website link):

- Letter of Intent (10-09-2020)
- #RZ 20-04 Application (10-09-2020)
- #LUP 20-03 Application (10-09-2020)
- Property Survey (10-09-2020)
- Property Legal Descriptions (10-09-2020)
- Supplements to Applications (10-09-2020)
- 9-18-2020 Master Rezoning Site Plan (10-09-2020)
- Sample Elevation Rendering & Photos (10-09-2020)
- 11-24-2020 Planning Department Case Summary & Analysis (11-11-2020)
- *Official* 1-26-2021 Planning Commission Regular Meeting Minutes (2-24-2021)
- 1-26-2021 Planning Commission Case Report (2-1-2021)
- 2-8-2021 Planning Department Case Summary & Analysis with Planning Commission Report (2-2-2021)
- Draft Ordinance(s) (2-4-2021)
- Conditions *Only* Recommendation (2-9-2021)
- Variances *Only* Recommendation (2-9-2021)
- 2-22-2021 Planning Department Case Summary & Analysis with Planning Commission Report (2-15-2021)
- Sample Front Elevation with Enhanced Garage Doors (3-8-2021)
- 3-7-2021 REVISED Master Rezoning Plan (3-8-2021)
- Revised Draft Ordinance(s) (3-18-2021)

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-05

AN ORDINANCE TO AMEND THE 2040 COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR THE CITY OF SNELLVILLE, GEORGIA, FOR A 14.724± ACRE TRACT OF LAND LOCATED IN LAND LOT 6 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2465 SCENIC HIGHWAY S., SNELLVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER:	#LUP 20-03
SIZE:	14.724 Acres
LOCATION:	2465 Scenic Highway S., Snellville, Georgia
TAX PARCELS:	R5006 002 and R5006 003
CURRENT FUTURE LAND USE MAP DESIGNATION:	Office-Professional and Low-Density Residential
REQUESTED FUTURE LAND USE MAP AMENDMENT:	Medium-Density Residential
DEVELOPMENT/PROJECT:	90-Unit Single-family Residential Townhome Community
PROPERTY OWNERS:	Crawford F. Juhan, Jr., Snellville, Georgia Edjen Enterprises, LLC, Longboat Key, FL
APPLICANT/CONTACT:	Meritage Homes of Georgia c/o Mitch Peevy 770-361-8444 or MitchPeevy@gmail.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to amend the designated land use as it applies to the 14.724± acre tract of land located at 2465 Scenic Highway S., Snellville, Georgia (Tax Parcels R5006 002 and R5006 003) for a 90-unit single-family attached (townhome) development; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. The future land use designation of the 14.724± acre tract of land as shown on the revised site plan entitled “Scenic Hwy at Henry Clower a Master Planned Residential Development for Meritage Homes”, dated 9-18-2020 and revised 3-7-2021 (received 3-8-2021) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby changed from Office-Professional and Low-Density Residential to Medium-Density Residential.

This change in future land use is to be noted on the City of Snellville 2040 Comprehensive Plan Future Land Use Map, as previously amended and as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The future land use map shall also be amended with an editorial note specifying the date this Snellville Land Use Plan Amendment was approved by the Mayor and Council and specifying the parcel affected by this Ordinance. Until the change is indicated on the City of Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor

and Council, this Ordinance shall govern over the City of Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the City of Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor and Council.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases,

clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of March, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

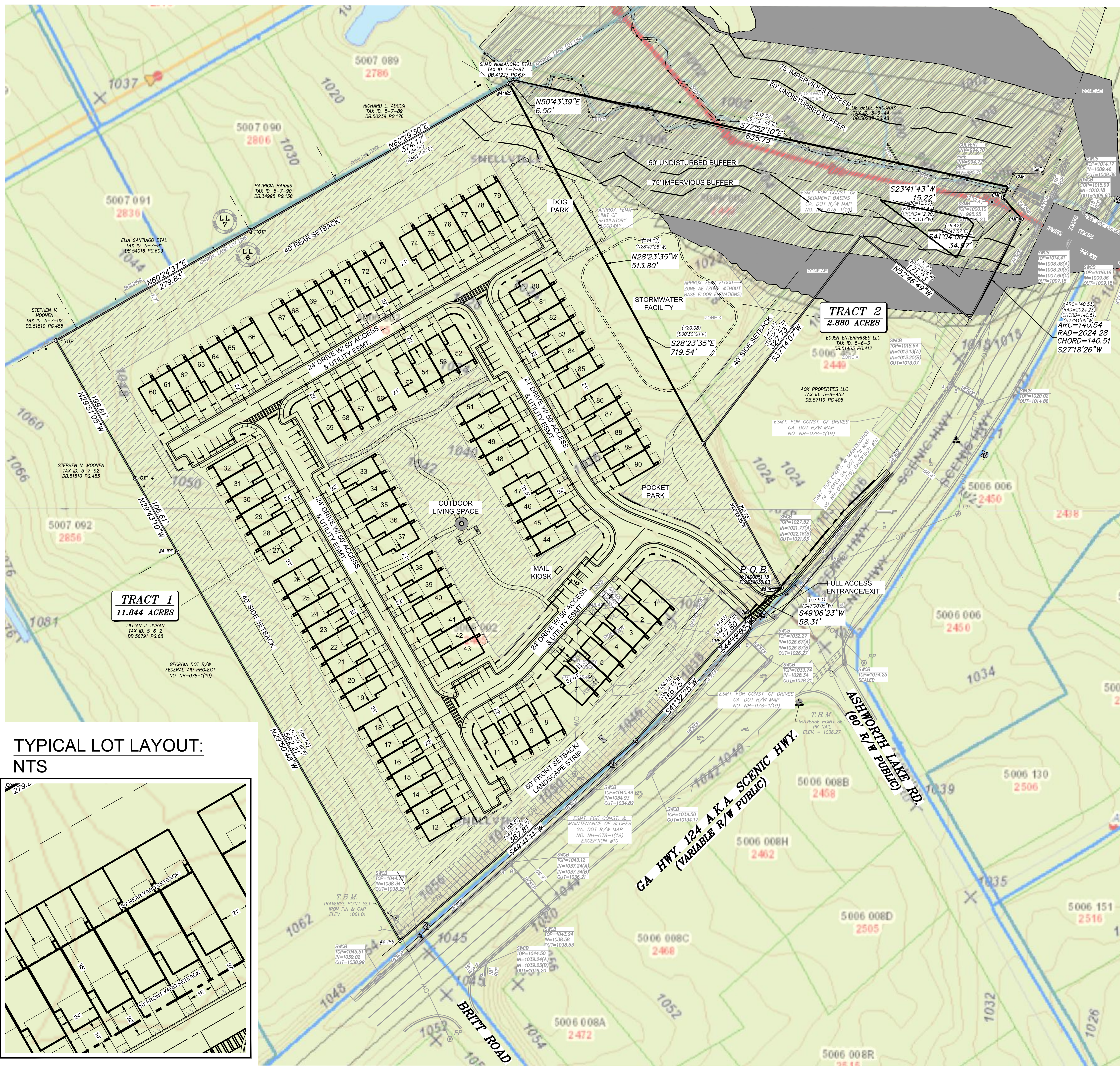
Solange Destang, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.

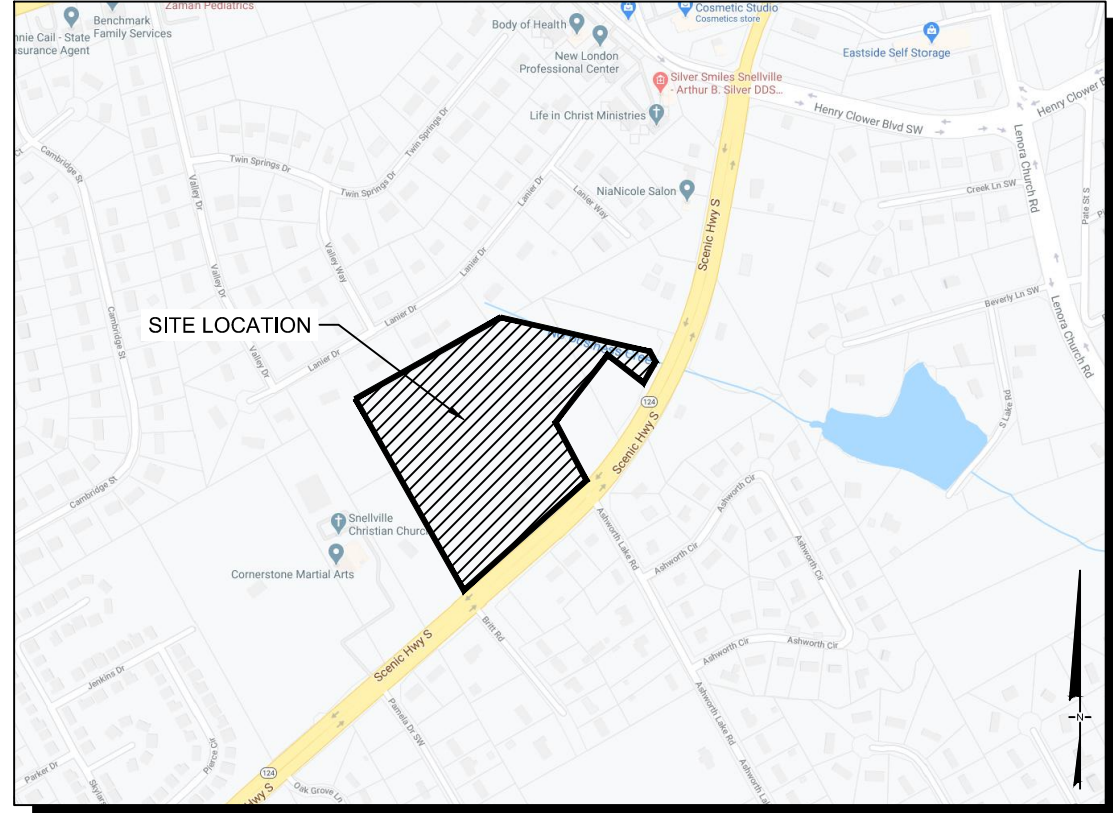
Gretchen Schulz, Council Member

Tod Warner, Council Member

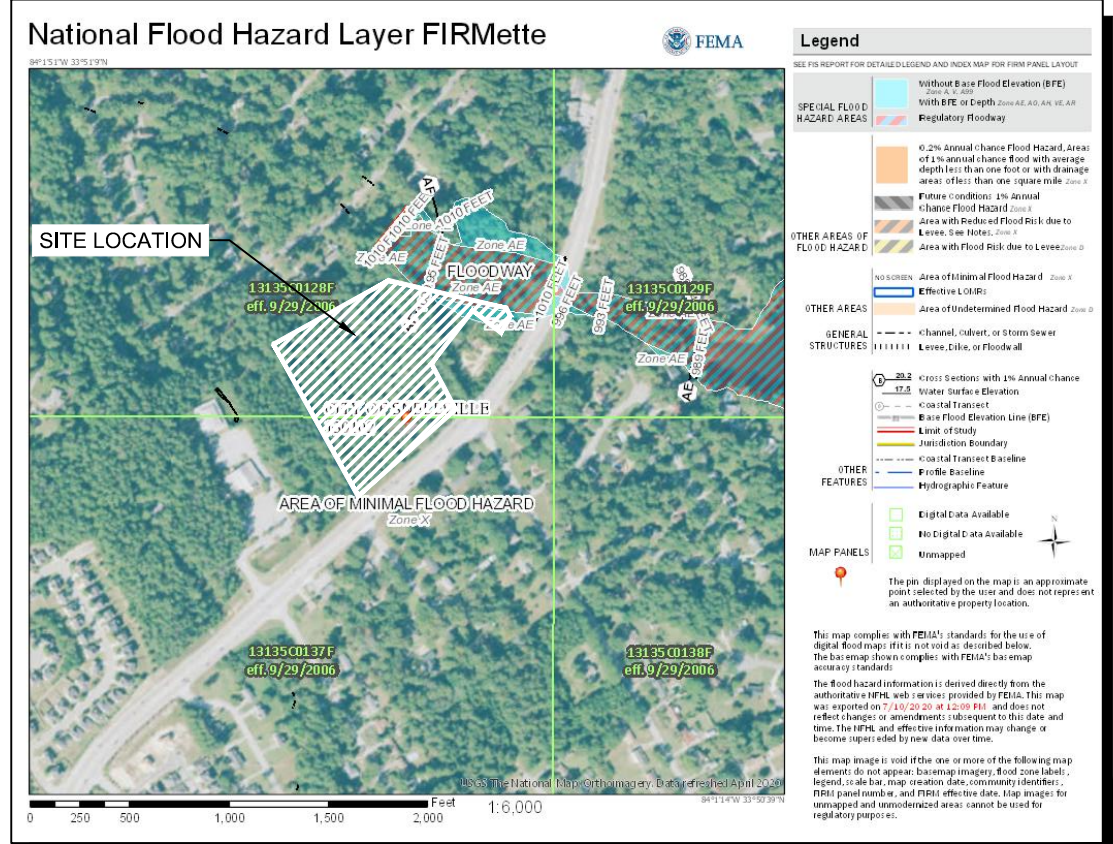
EXHIBIT “A”



TYPICAL LOT LAYOUT:
NTS

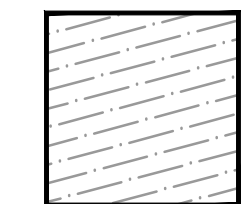


SITE LOCATION MAP
NOT TO SCALE



FEMA FIRM MAP
NOT TO SCALE

SITE DATA:	
SITE AREA	14.724 ACRES
ZONING	
EXISTING ZONING	BG
PROPOSED ZONING	R-TH
ZONING JURISDICTION	CITY OF SNELLVILLE, GEORGIA
USE CALCULATIONS	
NET LOT AREA	14.724 ACRES
EXTERIOR YARD SETBACK REQUIREMENTS	
FRONT YARD	50 FEET
SIDE YARD	40 FEET
REAR YARD	40 FEET
INTERIOR YARD SETBACK REQUIREMENTS	
FRONT YARD	10 FEET (EXCLUDING PORCHES)
SIDE YARD	0 FEET (MIN. 20' SEPARATION BETWEEN END UNIT BLDGS.)
REAR YARD	30 FEET
MAX. BUILDING HEIGHT	35 FEET
DEVELOPMENT STANDARDS	
24' X 56' FRONT LOADED TOWNHOMES	90 UNITS
TOTAL SITE DENSITY PROVIDED	6.11 UPA
MAX. SITE DENSITY ALLOWED	8.0 UPA
OPEN SPACE CALCULATIONS	
OPEN SPACE REQUIRED	2.945 ACRES (20% OF TOTAL SITE AREA)
50% OF STREAM BUFFER AREA	0.685 ACRES (1.37 ACRES X 50%)
OPEN SPACE PROVIDED	4.87 ACRES (33.1% OF TOTAL SITE AREA)
TOTAL OPEN SPACE PROVIDED	6.24 ACRES (42.38% OF TOTAL SITE AREA)
TOTAL IMPERVIOUS AREA PROVIDED	2.36 ACRES (16% OF TOTAL SITE AREA)
PARKING REQUIREMENTS	
MIN. PARKING REQUIRED	180 SPACES (2 SP/ DWELLING UNIT)
PARKING PROVIDED	270 SPACES (2 GARAGE + 1 DRIVEWAY SPACE)
GUEST PARKING PROVIDED	33 SPACES
TOTAL PARKING PROVIDED	303 SPACES (3.3 SP/ DWELLING UNIT)



OPEN SPACE



24 HOUR CONTACT:
RAY RICHARD
912-222-5646

SCENIC HWY at HENRY CLOWER

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

FOR
MERITAGE HOMES

2700 CUMBERLAND PARKWAY
SUITE 400
ATLANTA, GEORGIA 30339
PHONE: 912-222-5646

CITY OF SNELLVILLE, GEORGIA
GWINNETT COUNTY, GEORGIA

"WE PROVIDE SOLUTIONS"

PLANNERS AND ENGINEERS COLLABORATIVE

SITE PLANNING LANDSCAPE ARCHITECTURE CIVIL ENGINEERING LAND SURVEYING

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092 (770) 451-2741 FAX (770) 451-3915

REVISIONS:

NO.	DATE	BY	DESCRIPTION
*1	3/7/21	kw	Reduce Density & Revise Entry Road

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. © Planners and Engineers Collaborative

MASTER REZONING PLAN

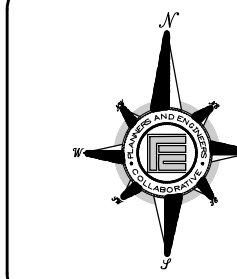


SCALE: 1" = 60'
DATE: SEPT. 18, 2020
PROJECT: 20160.00

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.



GSWCC LEVEL II DESIGN PROFESSIONAL
CERTIFICATION # 0000059389 EXP. 10/28/2021



Z1
SHEET

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-05

AN ORDINANCE TO DENY THE REQUEST TO AMEND THE 2040 COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR THE CITY OF SNELLVILLE, GEORGIA, FOR A 14.724± ACRE TRACT OF LAND LOCATED IN LAND LOT 6 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2465 SCENIC HIGHWAY S., SNELLVILLE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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APPLICANT/CONTACT:	Meritage Homes of Georgia c/o Mitch Peevy 770-361-8444 or MitchPeevy@gmail.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to deny LUP 20-03, which requested to amend the designated land use as it applies to the 14.724± acre tract of land located at 2465 Scenic Highway S., Snellville, Georgia (Tax Parcels R5006 002 and R5006 003) for a 101-unit single-family attached (townhome) development, later revised and reduced by 10-units for a 90-unit single-family attached (townhome) development; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. For reasons stated in the public hearing and upon a review of the application submitted by Applicant, the request for a change in the future land use designation of the 14.724± acre tract of land as shown on the site plan entitled “Scenic Hwy at Henry Clower a Master Planned Residential Development for Meritage Homes”, sealed and dated 9-18-2020 (stamped received 10-9-2020) in Exhibit “A”, and as shown on the 3-7-2021 revised site plan entitled “Scenic Hwy at Henry Clower a Master Planned Residential Development for Meritage Homes”, received 3-8-2021 in Exhibit “B”, copies of which are attached hereto and incorporated herein by reference is hereby denied.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,

upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of March, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

EXHIBIT “B”

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-04

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 14.724± ACRE TRACT OF LAND LOCATED IN LAND LOT 6 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2465 SCENIC HIGHWAY S., SNELLVILLE, GEORGIA; TO ADD CONDITIONS AFFECTING THE PROPERTY; TO APPROVE VARIANCES; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER:	#RZ 20-03
SIZE:	14.724 Acres
LOCATION:	2465 Scenic Highway S., Snellville, Georgia
TAX PARCELS:	R5006 002 and R5006 003
CURRENT ZONING MAP:	OP (Office-Professional) District and BG (General Business) District
REQUESTED ZONING MAP AMENDMENT:	R-TH (Single-family Residential Townhome) District
DEVELOPMENT/PROJECT:	90-Unit Single-family Residential Townhome Community
PROPERTY OWNERS:	Crawford F. Juhan, Jr., Snellville, Georgia Edjen Enterprises, LLC, Longboat Key, FL
APPLICANT/CONTACT:	Meritage Homes of Georgia c/o Mitch Peevy 770-361-8444 or MitchPeevy@gmail.com BG (General Business) District

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and,

WHEREAS, the governing authority of the City of Snellville, Georgia desires to amend its official zoning map as it applies to the 14.724± acre tract of land located at 2465 Scenic Highway S., Snellville, Georgia (Tax Parcels R5006 002 and 5006 003) for a 90-unit single-family attached (townhome) development; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. The Official Zoning Map for the City of Snellville, Georgia for the 14.724± acre tract of land as shown on the site plan entitled “Scenic Hwy at Henry Clower a Master Planned Residential Development for Meritage Homes”, dated 9-18-2020 and revised 3-7-2021 (received 3-8-2021) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby changed from OP (Office-Professional) District and BG (General Business) District to R-TH (Single-family Residential Townhome) District. This action is subject to the attachment of the following conditions (1-11):

CONDITIONS:

1. The property shall be developed in accordance with the rezoning site plan entitled “Scenic Hwy at Henry Clower”, dated 9-18-2020 and revised 3-7-2021 (received 3-8-2021), with modifications permitted to meet conditions of zoning or State, County, and City regulations. Substantial variation from the rezoning site plan, as determined by the Director of Planning and Development will require Mayor and Council approval.

2. Single-family attached dwellings shall not exceed a density of 6.12 units per acre.
3. A Property Owner's Association shall be established for the continuous maintenance of buffers, open space, stormwater detention facility, and recreation areas.
4. The development and townhome units are to be deed restricted to at least 90% owner-occupied fee-simple single-family ownership while the remaining 10% of the townhome units may be used as non-owner occupied (rental) units. This condition must be incorporated into the Property Owner's Association documents prior to the release of any certificates of occupancy.
5. Signs higher than 15 feet or larger than 225 square feet are prohibited.
6. Continue sidewalk connectivity within the existing public right-of-way where there are no sidewalks between Tract 1 and Tract 2.
7. Developer shall erect a 6-foot tall vinyl coated chain link or wooden privacy fence around the perimeter of the development, excluding the front of the property.
8. Developer shall provide a permanent berm, minimum two-foot in height, along 280± feet on the northern property line where abutting Lanier Forest subdivision (parcels 5007 091; 5007 090; 5007 089; 5007 091 (part of); and 5007 088 (part of)). Said berm shall be planted per a buffer and landscape plan approved by the Director of Planning and Development so as to provide a dense visual screen upon maturity of the plantings.

9. A 25-foot landscape buffer shall be required along the western and northern property lines and front portion of the eastern property line and extending up to Unit-90.
10. In consideration of approval of the variance from Sec. 9.5B(4)(6)(a) of the Zoning Ordinance, the applicant shall be required to utilize one sixteen-foot (16') wide insulated carriage style garage door for each townhome dwelling as per Exhibit "B". Garage doors may not be colored in 'Bright White'.
11. All driveways shall be a minimum of twenty-two feet (22') in length, measured from the front of the garage door to the leading edge of the sidewalk (edge closest to dwelling), and shall be wide enough to accommodate the parallel parking of two vehicles.

Section 2. The requested variance from Sec. 9.5B(4)(6)(a) of the Zoning Ordinance requiring front-loading garages for single-family attached dwellings (townhomes), be located a minimum of ten (10) feet behind the plane of the front façade of the principal building is approved, subject to Condition #11 (above).

Section 3. The changes in zoning classification are to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City of

Snellville, Georgia approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

Section 4. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 5. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent

allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 7. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed

Section 8. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of March, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

EXHIBIT “B”



STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-04

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 14.724± ACRE TRACT OF LAND LOCATED IN LAND LOT 6 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2465 SCENIC HIGHWAY S., SNELLVILLE, GEORGIA; TO ADD CONDITIONS AFFECTING THE PROPERTY; TO DENY VARIANCES; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER:	#RZ 20-03
SIZE:	14.724 Acres
LOCATION:	2465 Scenic Highway S., Snellville, Georgia
TAX PARCELS:	R5006 002 and R5006 003
CURRENT ZONING MAP:	OP (Office-Professional) District and BG (General Business) District
REQUESTED ZONING MAP AMENDMENT:	R-TH (Single-family Residential Townhome) District
DEVELOPMENT/PROJECT:	90-Unit Single-family Residential Townhome Community
PROPERTY OWNERS:	Crawford F. Juhan, Jr., Snellville, Georgia Edjen Enterprises, LLC, Longboat Key, FL
APPLICANT/CONTACT:	Meritage Homes of Georgia c/o Mitch Peevy 770-361-8444 or MitchPeevy@gmail.com BG (General Business) District

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and,

WHEREAS, the governing authority of the City of Snellville, Georgia desires to amend its official zoning map as it applies to the 14.724± acre tract of land located at 2465 Scenic Highway S., Snellville, Georgia (Tax Parcels R5006 002 and 5006 003) for a 90-unit single-family attached (townhome) development; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. The Official Zoning Map for the City of Snellville, Georgia for the 14.724± acre tract of land as shown on the site plan entitled “Scenic Hwy at Henry Clower a Master Planned Residential Development for Meritage Homes”, dated 9-18-2020 and revised 3-7-2021 (received 3-8-2021) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby changed from OP (Office-Professional) District and BG (General Business) District to R-TH (Single-family Residential Townhome) District. This action is subject to the attachment of the following conditions (1-9):

CONDITIONS:

1. The property shall be developed in accordance with the rezoning site plan entitled “Scenic Hwy at Henry Clower”, dated 9-18-2020 and revised 3-7-2021 (received 3-8-2021), with modifications permitted to meet conditions of zoning or State, County, and City regulations. Substantial variation from the rezoning site plan, as determined by the Director of Planning and Development will require Mayor and Council approval.

2. Single-family attached dwellings shall not exceed a density of 6.12 units per acre.
3. A Property Owner's Association shall be established for the continuous maintenance of buffers, open space, stormwater detention facility, and recreation areas.
4. The development and townhome units are to be deed restricted to at least 90% owner-occupied fee-simple single-family ownership while the remaining 10% of the townhome units may be used as non-owner occupied (rental) units. This condition must be incorporated into the Property Owner's Association documents prior to the release of any certificates of occupancy.
5. Signs higher than 15 feet or larger than 225 square feet are prohibited.
6. Continue sidewalk connectivity within the existing public right-of-way where there are no sidewalks between Tract 1 and Tract 2.
7. Developer shall erect a 6-foot tall vinyl coated chain link or wooden privacy fence around the perimeter of the development, excluding the front of the property.
8. Developer shall provide a permanent berm, minimum two-foot in height, along 280± feet on the northern property line where abutting Lanier Forest subdivision (parcels 5007 091; 5007 090; 5007 089; 5007 091 (part of); and 5007 088 (part of). Said berm shall be planted per a buffer and landscape plan approved by the Director of Planning and Development so as to provide a dense visual screen upon maturity of the plantings.

9. A 25-foot landscape buffer shall be required along the western and northern property lines and front portion of the eastern property line and extending up to Unit-90.

Section 2. The requested variance from Sec. 9.5B(4)(6)(a) of the Zoning Ordinance requiring front-loading garages for single-family attached dwellings (townhomes), be located a minimum of ten (10) feet behind the plane of the front façade of the principal building is denied.

Section 3. The changes in zoning classification are to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

Section 4. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 5. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,

upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 7. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed

Section 8. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of March, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-04

AN ORDINANCE TO DENY THE REQUEST TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 14.724± ACRE TRACT OF LAND LOCATED IN LAND LOT 6 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2465 SCENIC HIGHWAY S., SNELLVILLE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER:	#RZ 20-03
SIZE:	14.724 Acres
LOCATION:	2465 Scenic Highway S., Snellville, Georgia
TAX PARCELS:	R5006 002 and R5006 003
CURRENT ZONING MAP:	OP (Office-Professional) District and BG (General Business) District
REQUESTED ZONING MAP AMENDMENT:	R-TH (Single-family Residential Townhome) District
DEVELOPMENT/PROJECT:	101-Unit Single-family Residential Townhome Community
PROPERTY OWNERS:	Crawford F. Juhan, Jr., Snellville, Georgia Edjen Enterprises, LLC, Longboat Key, FL
APPLICANT/CONTACT:	Meritage Homes of Georgia c/o Mitch Peevy 770-361-8444 or MitchPeevy@gmail.com BG (General Business) District

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and,

WHEREAS, the governing authority of the City of Snellville, Georgia desires to deny RZ 20-04, which requested to amend the official zoning map as it applies to the 14.724± acre tract of land located at 2465 Scenic Highway S., Snellville, Georgia (Tax Parcels R5006 002 and 5006 003) for a 101-unit single-family attached (townhome) development, later revised and reduced by 10-units for a 90-unit single-family attached (townhome) development; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. For reasons stated in the public hearing and upon a review of the application submitted by Applicant, the request for a change to the Official Zoning Map for the City of Snellville, Georgia for the 14.724± acre tract of land as shown on the site plan entitled “Scenic Hwy at Henry Clower a Master Planned Residential Development for Meritage Homes”, sealed and dated 9-18-2020 (stamped received 10-9-2020) in Exhibit “A”, and as shown on the 3-7-2021 revised site plan entitled “Scenic Hwy at Henry Clower a Master Planned Residential Development for Meritage Homes”, received 3-8-2021 in Exhibit “B”, copies of which are attached hereto and incorporated herein by reference is hereby denied.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,

upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of March, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

EXHIBIT “B”

Agenda Item Summary



TO: The Mayor and Council

FROM: Jason Thompson, Director
Department of Planning and Development

DATE: March 22, 2021

RE: #RZ 21-01 LUP 21-01

DEVELOPMENT: 13-Lot Single-family Detached Subdivision Development
2.765± Acres at 2706 Lenora Church Road, Snellville, Georgia

STATUS: Public Hearing (2nd Reading)

Applications to amend the Snellville 2040 Comprehensive Plan Future Land Use Map and Official Zoning Map for a 13-Lot Single-family Detached subdivision development on a 2.765± acre property located at 2706 Lenora Church Road, Snellville, Georgia (Tax Parcel 50028 001).

Financial Impact: Site Development Permit fees; Building Permit fees; Real Property Taxes

Planning Commission Meeting: February 23, 2021

Recommendations:

Case No. →	LUP 21-01	RZ 21-01
Planning Department	Approval	Approval
Planning Commission	Approval	Approval

Mayor and Council Meetings: March 8, 2021 (1st Reading)
March 22, 2021 (2nd Reading and Public Hearing)

Action requested: Consideration, Public Hearing and Action

2.765± Acre Site at 2706 Lenora Church Road, Snellville, Georgia
Case #RZ 21-01 LUP 21-01
March 22, 2021
Page... 2

Case Documents (website link):

- [#RZ 21-01 Rezoning Application \(12-14-2020\)](#)
- [#LUP 21-01 Land Use Plan Amendment Application \(12-14-2020\)](#)
- [Property Boundary Survey and Legal Description \(12-09-2020\)](#)
- [Rezoning Site Plan \(11-23-2020\)](#)
- [Sample Floor Plans \(12-14-2020\)](#)
- [Sample Exterior Elevations \(12-14-2020\)](#)
- [2-23-2021 Planning Department Case Summary & Analysis \(1-20-2021\)](#)
- [2-23-2021 Planning Commission Case Report \(2-24-2021\)](#)
- [Unofficial 2-23-2021 Planning Commission Meeting Minutes \(2-24-2021\)](#)
- [3-8-2021 & 3-22-2021 Planning Department Case Summary & Analysis with Planning Commission Report \(2-24-2021\)](#)
- [Conditions *Only* Recommendations \(2-24-2021\)](#)
- [#LUP 21-01 *Approval* Draft Ordinance \(2-24-2021\)](#)
- [#RZ 21-01 *Approval* Draft Ordinance \(2-24-2021\)](#)
- [#LUP 21-01 *Denial* Draft Ordinance \(2-24-2021\)](#)
- [#RZ 21-01 *Denial* Draft Ordinance \(2-24-2021\)](#)

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-07

AN ORDINANCE TO AMEND THE 2040 COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR THE CITY OF SNELLVILLE, GEORGIA, FOR A 2.765± ACRE TRACT OF LAND LOCATED IN LAND LOT 28 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2706 LENORA CHURCH ROAD, SNELLVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #LUP 21-01

SIZE: 2.765± Acres

LOCATION: 2706 Lenora Church Road, Snellville,
Georgia

TAX PARCEL: R5028 001

**CURRENT FUTURE LAND USE
MAP DESIGNATION:** Low-Density Residential

**REQUESTED FUTURE LAND USE
MAP AMENDMENT:** Medium-Density Residential

DEVELOPMENT/PROJECT: 13-Lot Single-family Detached Residential
Subdivision

PROPERTY OWNER: Britt and Camp, LLC, Snellville, Georgia

APPLICANT/CONTACT: AXIS Infrastructure, LLC
c/o Lorraine Canada
678-395-4920
or lorrainecanada@axiscompanies.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to amend the designated land use as it applies to the 2.765± acre tract of land located at 2706 Lenora Church Road, Snellville, Georgia (Tax Parcel R5028 001) for a 13-lot single-family detached residential subdivision; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. The future land use designation of the 2.765± acre tract of land as shown on the site plan entitled “Proposed Subdivision 2706 Lenora Church Road, Snellville, GA 30078”, sealed and dated 1-5-2021 (stamped received 1-6-2021) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby changed from Low-Density Residential to Medium-Density Residential.

This change in future land use is to be noted on the City of Snellville 2040 Comprehensive Plan Future Land Use Map, as previously amended and as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The future land use map shall also be amended with an editorial note specifying the date this Snellville Land Use Plan Amendment was approved by the Mayor and Council and specifying the parcel affected by this Ordinance. Until the change is indicated on the City of Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor and Council, this Ordinance shall govern over the City of Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the City of

Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor and Council.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent

allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. Penalties in effect for violations of the Unified Development Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this ____ day of March, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

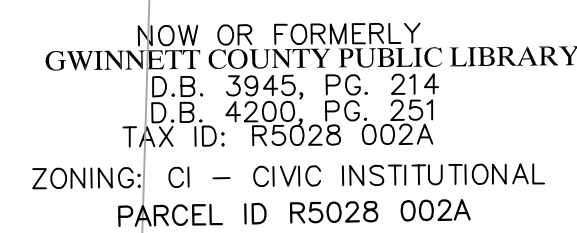
W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT



PROJECT NO.: BCL02000229	PROJ. MGR.: TMC
DATE: 11/23/20	DRWN. BY: MA
SCALE: AS NOTED	CHKD. BY: JDC
DRAWING SERIES: REZONING	
SHEET NO. C-1.0	

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-07

AN ORDINANCE TO DENY THE REQUEST TO AMEND THE 2040 COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR THE CITY OF SNELLVILLE, GEORGIA, FOR A 2.765± ACRE TRACT OF LAND LOCATED IN LAND LOT 28 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2706 LENORA CHURCH ROAD, SNELLVILLE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #LUP 21-01

SIZE: 2.765± Acres

LOCATION: 2706 Lenora Church Road, Snellville, Georgia

TAX PARCEL: R5028 001

**CURRENT FUTURE LAND USE
MAP DESIGNATION:** Low-Density Residential

**REQUESTED FUTURE LAND USE
MAP AMENDMENT:** Medium-Density Residential

DEVELOPMENT/PROJECT: 13-Lot Single-family Detached Residential Subdivision

PROPERTY OWNER: Britt and Camp, LLC, Snellville, Georgia

APPLICANT/CONTACT: AXIS Infrastructure, LLC
c/o Lorraine Canada
678-395-4920
or lorrainecanada@axiscompanies.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to deny LUP 21-01, which requested to amend the designated land use as it applies to the 2.765± acre tract of land located at 2706 Lenora Church Road, Snellville, Georgia (Tax Parcel R5028 001) for a 13-lot single-family detached residential subdivision; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. For reasons stated in the public hearing and upon review of the application submitted by Applicant, the request for a change in the future land use designation of the 2.765± acre tract of land as shown on the site plan entitled “Proposed Subdivision 2706 Lenora Church Road, Snellville, GA 30078”, sealed and dated 1-5-2021 (stamped received 1-6-2021) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby denied.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence,

clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. Penalties in effect for violations of the Unified Development Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this ____ day of March, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-08

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 2.765± ACRE TRACT OF LAND LOCATED IN LAND LOT 28 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2706 LENORA CHURCH ROAD, SNELLVILLE, GEORGIA; TO ADD CONDITIONS AFFECTING THE PROPERTY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #RZ 21-01

SIZE: 2.765± Acres

LOCATION: 2706 Lenora Church Road, Snellville,
Georgia

TAX PARCEL: R5028 001

CURRENT ZONING MAP: RS-30 (Single-family Residential) District

**REQUESTED ZONING MAP
AMENDMENT:** RS-5 (Single-family Residential) District

DEVELOPMENT/PROJECT: 13-Lot Single-family Detached Residential
Subdivision

PROPERTY OWNER: Britt and Camp, LLC, Snellville, Georgia

APPLICANT/CONTACT: AXIS Infrastructure, LLC
c/o Lorraine Canada
678-395-4920
or lorrainecanada@axiscompanies.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and,

WHEREAS, the governing authority of the City of Snellville, Georgia desires to amend its official zoning map as it applies to the 2.765± acre tract of land located at 2706 Lenora Church Road, Snellville, Georgia (Tax Parcel R5028 001) for a 13-lot single-family detached residential subdivision; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. The Official Zoning Map for the City of Snellville, Georgia for the 2.765± acre tract of land as shown on the rezoning site plan entitled “Proposed Subdivision 2706 Lenora Church Road, Snellville, GA 30078”, sealed and dated 1-5-2021 (stamped received 1-6-2021) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby changed from RS-30 (Single-family Residential) District to RS-5 (Single-family Residential) District. This action is subject to the attachment of the following conditions (1-7):

CONDITIONS:

1. The property shall be developed in accordance with the rezoning site plan entitled “Proposed Subdivision 2706 Lenora Church Road, Snellville, GA 30078”, sealed and dated 1-5-2021 (stamped received 1-6-2021), with modifications permitted to meet conditions of zoning or State, County, and City regulations. Substantial variation from the rezoning site plan, as determined by the Director of Planning and Development will require Mayor and Council approval.

2. All lots shall connect to sanitary sewer.
3. A Property Owner's Association shall be established for the continuous maintenance of open space, stormwater detention facility, and entrance signage.
4. Twenty (20) percent of the total site area must be conserved as open space and subject to the Open Space regulations of Sec. 401-2 of Chapter 4 of the Snellville Unified Development Ordinance.
5. Subdivision entrance signage (if any) shall be located on Open Space.
6. Signs higher than 15 feet or larger than 225 square feet are prohibited.
7. Two-car garages are required for dwellings having more than two (2) bedrooms.

Section 2. The changes in zoning classification are to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. Penalties in effect for violations of the Unified Development Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed

Section 7. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of March, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

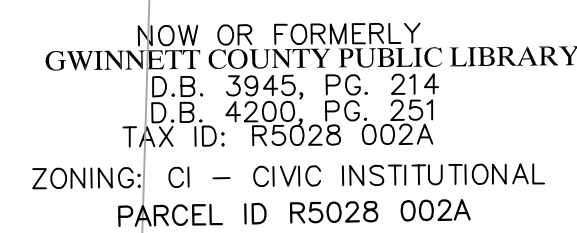
W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT



PROJECT NO.: BCL02000229	PROJ. MGR.: TMC
DATE: 11/23/20	DRWN. BY: MA
SCALE: AS NOTED	CHKD. BY: JDC
DRAWING SERIES: REZONING	
SHEET NO. C-1.0	

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-08

AN ORDINANCE TO DENY THE REQUEST TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 2.765± ACRE TRACT OF LAND LOCATED IN LAND LOT 28 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2706 LENORA CHURCH ROAD, SNELLVILLE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #RZ 21-01

SIZE: 2.765± Acres

LOCATION: 2706 Lenora Church Road, Snellville,
Georgia

TAX PARCEL: R5028 001

CURRENT ZONING MAP: RS-30 (Single-family Residential) District

**REQUESTED ZONING MAP
AMENDMENT:** RS-5 (Single-family Residential) District

DEVELOPMENT/PROJECT: 13-Lot Single-family Detached Residential
Subdivision

PROPERTY OWNER: Britt and Camp, LLC, Snellville, Georgia

APPLICANT/CONTACT: AXIS Infrastructure, LLC
c/o Lorraine Canada
678-395-4920
or lorraine canada@axiscompanies.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and,

WHEREAS, the governing authority of the City of Snellville, Georgia desires to deny RZ 21-01, which requested to amend the official zoning map as it applies to the 2.765± acre tract of land located at 2706 Lenora Church Road, Snellville, Georgia (Tax Parcel R5028 001) for a 13-lot single-family detached residential subdivision; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. For reasons stated in the public hearing and upon a review of the application submitted by the Applicant, the request for a change to the Official Zoning Map for the City of Snellville, Georgia for the 2.765± acre tract of land as shown on the rezoning site plan entitled “Proposed Subdivision 2706 Lenora Church Road, Snellville, GA 30078”, sealed and dated 1-5-2021 (stamped received 1-6-2021) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby denied.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence,

clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. Penalties in effect for violations of the Unified Development Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of March, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

Agenda Item Summary



TO: The Mayor and Council

FROM: Jason Thompson, Director
Department of Planning and Development

DATE: March 22, 2021

RE: #CIC 21-01

DEVELOPMENT: Rejoice in The Word Church International Ministry, Inc.
5.47± Acre Site at 3079 Lenora Church Road, Snellville, Georgia

STATUS: Public Hearing (2nd Reading)

Application to amend the conditions of zoning for rezoning case #07-01 approved by the Mayor and Council on 2-26-2007 to allow parking to be located between the sanctuary building and street (Lenora Church Road).

Financial Impact: Minimal

Planning Commission Meeting: February 23, 2021

Recommendations:

Case No. →	CIC 21-01
Planning Department	Approval
Planning Commission	Approval

Mayor and Council Meetings: March 8, 2021 (1st Reading)
March 22, 2021 (2nd Reading and Public Hearing)

Action requested: Consideration, Public Hearing and Action

Case Documents (website link):

5.47± Acre Site at 3079 Lenora Church Road, Snellville, Georgia
Case #CIC 21-01
March 22, 2021
Page... 2

Case Documents (website link):

- Letter of Intent & Impact Analysis (1-6-2021)
- #CIC 21-01 Application (1-6-2021)
- 2-26-2007 Mayor and Council Meeting Minutes (1-11-2021)
- Assembly Building Floor Plan (1-6-2021)
- 11-1-2020 Zoning Site Plan Exhibit (1-6-2021)
- 8-12-2020 Site Plan (1-6-2021)
- 5-17-2020 Grading Plan (1-6-2021)
- 2-23-2021 Planning Department Case Summary & Analysis (1-25-2021)
- *Unofficial* 2-23-2021 Planning Commission Meeting Minutes (2-24-2021)
- 2-23-2021 Planning Commission Case Report (2-24-2021)
- 3-8-2021 & 3-22-2021 Planning Department Case Summary & Analysis with Planning Commission Report (2-24-2021)
- Conditions *Only* Recommendations (2-24-2021)
- #CIC 21-01 *Approval* Draft Ordinance (2-24-2021)
- #CIC 21-01 *Denial* Draft Ordinance (2-24-2021)

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-09

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 5.47± ACRE TRACT OF LAND LOCATED IN LAND LOT 29 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 3079 LENORA CHURCH ROAD, SNELLVILLE, GEORGIA; TO ADD CONDITIONS AFFECTING THE PROPERTY; TO REPEAL CONDITIONS AFFECTING THE PROPERTY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #CIC 21-01

REQUEST: Rezoning Change in Conditions

LOCATION: 3079 Lenora Church Road, Snellville,
Georgia

SIZE: 5.47± Acres

TAX PARCEL: 5029 090

CURRENT ZONING: CI (Civic Institutional) District

CURRENT FUTURE LAND PLAN: Public-Civic

DEVELOPMENT/PROJECT: Place of Worship

PROPERTY OWNER: Rejoice in The Word Church
International Ministry, Inc.
Snellville, Georgia

APPLICANT/CONTACT: Concept Engineering Services
Peachtree Corners, Georgia
Emmanuel Abua, P.E.
404-643-6044
or conceptengrsceo@gmail.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and,

WHEREAS, the governing authority of the City of Snellville, Georgia desires to amend its official zoning map as it applies to the 5.47± acre tract of land located at 3079 Lenora Church Road, Snellville, Georgia (Tax Parcel R5029 090) for a place of worship and associated parking; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. The Official Zoning Map for the City of Snellville, Georgia for the 5.47± acre tract of land as shown on the rezoning site plan entitled “Rejoice in The Word 3079 Lenora Church Road Snellville, GA 30078”, dated 8-20-2020 (stamped received 1-12-2021) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby zoned CI (Civic-Institutional) District. This action is subject to the attachment of the following conditions (1-5):

CONDITIONS:

1. The property shall be developed in accordance with the rezoning site plan entitled “Rejoice in The Word 3079 Lenora Church Road Snellville, GA 30078”, dated 8-20-2020 (stamped received 1-12-2021), with modifications permitted to meet conditions of zoning or State, County, and City regulations. Substantial variation from the rezoning site plan, as determined by the

Director of Planning and Development will require Mayor and Council approval.

2. New signs higher than 15 feet and larger than 225 sq. ft. in area are prohibited.
3. Uses involving adult entertainment, including the sale or display of adult magazines, books, or videos and as further defined by the Adult Entertainment Ordinance in effect on the date this condition is imposed, are prohibited.
4. No buffer is required between the subject property and the Church of Christ at Snellville to the north (parcel 5029 090).
5. A twenty-foot (20') undisturbed buffer is required on the western edge of the property where abutting parcels (5029 249; 5029 248; 5029 201 and 5029 200).

Section 2. The attachment of Conditions (1-6) for #RZ 07-01 approved 2-26-2007 by the Mayor and Council are hereby repealed.

Section 3. The changes in zoning classification are to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council to the extent of any

discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

Section 4. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 5. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent

allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6. Penalties in effect for violations of the Unified Development Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 7. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed

Section 8. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of March, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.


Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

GWINNETT CO. CASE NO: CDP2017-00075



CONCEPT
ENGINEERING
SERVICES INC.

ARCHITECTURE
ENGINEERING
CONSTRUCTION MANAGEMENT
ENERGY ENGINEERING

35 Peachtree Industrial S. 100
North Tower S. 100
Atlanta GA 30326

TEL: (404) 643-6044

EMAIL: ea@ua conceptenets.net

CLIENT:

THIS DRAWING IS THE PROPERTY OF CES LLC. IT IS ONLY TO BE USED FOR THE PROJECT AND LOCATION IDENTIFIED HEREIN. NO PART OF THIS DRAWING IS TO BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM OR TRANSMITTED IN ANY FORM BY MEANS ELECTRONIC, MECHANICAL, PHOTOCOPYING OR OTHERWISE WITHOUT THE PRIOR PERMISSION OF CES LLC.

SEAL:

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT:

REJOICE IN
THE WORD

3079 LENORA CHURCH ROAD
SNELLVILLE, GA 30078

SHEET TITLE:

SITE PLAN

DESIGNED BY:

DO-CES

DRAWN BY:

DJ

CHECKED BY:

DJ

APPROVED BY:

DO-CES

SCALE:

AS SHOWN

DATE:


8-12-2020

PROJECT NO.:

CES-2020-041-C

SHEET:

C2.0



Know what's below.
Call before you dig.

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-09

AN ORDINANCE TO DENY THE REQUEST FOR CHANGE IN CONDITIONS TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 5.47± ACRE TRACT OF LAND LOCATED IN LAND LOT 29 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 3079 LENORA CHURCH ROAD, SNELLVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #CIC 21-01

REQUEST: Rezoning Change in Conditions

LOCATION: 3079 Lenora Church Road, Snellville,
Georgia

SIZE: 5.47± Acres

TAX PARCEL: 5029 090

CURRENT ZONING: CI (Civic Institutional) District

CURRENT FUTURE LAND PLAN: Public-Civic

DEVELOPMENT/PROJECT: Place of Worship

PROPERTY OWNER: Rejoice in The Word Church
International Ministry, Inc.
Snellville, Georgia

APPLICANT/CONTACT: Concept Engineering Services
Peachtree Corners, Georgia
Emmanuel Abua, P.E.
404-643-6044
or conceptengrsceo@gmail.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and,

WHEREAS, the governing authority of the City of Snellville, Georgia desires to deny CIC 21-01, which requested to amend the conditions affecting the property that were approved on 2-26-2007 for RZ 07-01 as it applies to the 5.47± acre tract of land located at 3079 Lenora Church Road, Snellville, Georgia (Tax Parcel R5029 090) for a place of worship and associated parking; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. For reasons stated in the public hearing and upon a review of the application submitted by the Applicant, the request for a change in conditions approved on 2-26-2007 for RZ 07-01 for the 5.47± acre tract of land as shown on the rezoning site plan entitled “Rejoice in The Word 3079 Lenora Church Road Snellville, GA 30078”, dated 8-20-2020 (stamped received 1-12-2021) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby denied..

Section 2. Conditions (1-6) for #RZ 07-01 approved 2-26-2007 by the Mayor and Council remain in full force and effect and are restated as follows:

1. New signs higher than 15 feet and larger than 225 square feet are prohibited;
2. Uses involving adult entertainment, including any sale or display of adult magazines, books, or videos and as further defined by the Adult Entertainment Ordinance in effect on the date this condition is imposed, are prohibited;

3. The property shall be developed in general accordance with the submitted site plan dated 12/08/06, Concept Plan, Canaan Land Church Int'l, with modifications to meet conditions of zoning or State, County, and City regulations. Substantial variation from the concept plan, as determined by the Director of Planning and Development, will require Mayor and Council approval;
4. No buffer is required between the subject property and the Church of Christ of Snellville to the north (parcel 5029-090);
5. A twenty-foot (20') buffer is required on the western edge of the subject property where abutting parcels (5029-249, 5029-248, 5029-201, and 5029-200); and
6. Parking may be constructed as shown on the submitted concept plan referenced in condition #3 to allow the construction of a covered drop-off area and 3 handicapped parking spots in front of the building.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence,

clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. Penalties in effect for violations of the Unified Development Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed

Section 7. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of March, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

Agenda Item Summary



Date: March 8, 2021

Prepared by: Butch Sanders

Agenda item: Update to Master Development Agreement

Background: With the imminent finalization and adoption of all development documents with Mid Cast (JDA, Parking Agreements, etc.) it is a good time to make sure the development process they describe, and which all parties will follow, are complimentary with the original Master Development Agreement. This amendment assures that is the case by cleaning-up the changes from the latest property descriptions, removing earlier language in the MDA which was discarded in the current documents and identifying the closing process which all parties have now agreed to implement. This can best be described as a housekeeping measure which tracks the agreements M&C approved as to form last month.

Financial Impact: 0 (zero)

Recommendation: Review and approve the proposed Amendment to the MDA

Action requested: VOTE to approve the Amendment.

Attachments: Proposed clean-up amendment to the MDA

**ELEVENTH AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT**

This Eleventh Amendment to the Master Development Agreement (this “**Amendment**”) is entered into as of March ____, 2021 by and among the **CITY OF SNELLVILLE**, a municipal corporation created and existing under the laws of the State of Georgia (the “**City**”), the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF SNELLVILLE**, an authority created and existing under the Georgia Downtown Development Authorities Law (O.C.G.A. §36-42-1, *et al*) (the “**DDA**”; the City and the DDA are sometimes hereinafter collectively referred to as the “**City Parties**”), and **MID CAST SNELLVILLE, LLC**, a Florida limited liability company (“**Developer**”). The City Parties and Developer collectively are referred to as “**Parties**.”

WITNESSETH:

WHEREAS, the Parties entered into that certain Master Development Agreement dated August 26, 2019, as amended by that certain First Amendment to the Master Development Agreement dated September 25, 2019, Second Amendment to the Master Development Agreement dated March 23, 2020 (the “**Second Amendment**”), Third Amendment to Master Development Agreement dated May 26, 2020, Fourth Amendment to Master Development Agreement dated June 22, 2020, Fifth Amendment to Master Development Agreement dated August 19, 2020, Sixth Amendment to Master Development Agreement dated September 21, 2020, Seventh Amendment to Master Development Agreement dated October 26, 2020, Eighth Amendment to Master Development Agreement dated November 11, 2020, Ninth Amendment to the Master Development Agreement dated December 3, 2020, and Tenth Amendment to Master Development Agreement dated January 29, 2021 (the “**Tenth Amendment**”) (collectively, as at any time amended or affected, the “**Master Development Agreement**”) for the development of the City of Snellville’s Towne Center; and

WHEREAS, the Parties desire to amend certain provisions of the Master Development Agreement by means of this Amendment as more particularly set forth herein.

NOW, THEREFORE, in consideration of the sum of \$10.00, the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties, the Master Development Agreement is hereby amended and the Parties hereby agree as follows:

1. **Recitals; Defined Terms.** The recitals set forth hereinabove are incorporated herein as if restated in their entirety. All initially capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Master Development Agreement.

2. **Critical Conditions.** The Parties agree that, notwithstanding anything to the contrary in the Master Development Agreement, the date “November 30, 2020” in Section 11.2 of the Master Development Agreement (which date was previously extended to March 12, 2021 pursuant to the Tenth Amendment) is hereby replaced with “April 16, 2021.”

3. **Certain Definitions.**

(a) Association, Association Properties and Common Areas/Master Declaration. The defined terms the “Association”, the “Association Properties” and/or the “Common Areas” and all references thereto shall be deleted in their entirety and are of no further relevance (and, for the avoidance of doubt, there will be no Association that owns the Association Properties, Common Areas, Private Roads or the like). In addition, the Parties have agreed upon the final form of the Master Declaration (subject to any future mutually approved revisions) and, therefore, except as otherwise expressly set forth in said Master Declaration, the Master Declaration contains the entire understanding among the Parties and supersedes any prior understanding and agreements between them respecting the subject matter thereof. Notwithstanding anything in the Master Development Agreement to the contrary, in the event of any conflict between the terms and definitions of said Master Declaration and the terms and definitions of the Master Development Agreement, the terms and definitions of the Master Declaration shall control.

(b) Joint Site Development Agreement. All references in the Master Development Agreement to the “Joint Site Development Agreement” shall also mean the “Joint Development Agreement” which are one and the same document. In addition, the Parties have agreed upon the final form of the Joint Development Agreement (subject to any future mutually approved revisions) and, therefore, except as set forth in said Joint Development Agreement, the Joint Development Agreement contains the entire understanding among the Parties and supersedes any prior understanding and agreements between them respecting the subject matter thereof. Notwithstanding anything in the Master Development Agreement to the contrary, in the event of any conflict between the terms and definitions of said Joint Development Agreement and the terms and definitions of the Master Development Agreement, the terms and definitions of the Joint Development Agreement shall control.

(c) The Grove. All references to the “Town Green” and “Towne Green” shall mean and refer to “The Grove”.

4. Parcels and Exhibits.

(a) Master Conceptual Plan/Exhibit A; Parcel Survey/Exhibit B. As of the date of this Amendment, Exhibit A (Master Conceptual Plan) and Exhibit B (Parcel Survey) to the Master Development Agreement shall be deleted in their entirety and each shall be replaced with the revised Master Conceptual Plan attached as Exhibit A hereto, and incorporated herein by this reference. Accordingly, from and after the date hereof, Exhibit B to the Master Development Agreement shall be “reserved” and all references in the Master Development Agreement to Exhibit A (Master Conceptual Plan) and Exhibit B (Parcel Survey) shall mean and refer to the revised Master Conceptual Plan attached as Exhibit A hereto.

(b) Phase I Property/Exhibit D. As of the date of this Amendment, Exhibit D to the Master Development Agreement shall be deleted in its entirety and replaced with Exhibit D attached hereto and incorporated herein by this reference, and the “Phase I Property” and “Phase II Property” as defined in the Master Development Agreement shall mean the Phase I Property and Phase II Property, respectively, identified on such Exhibit D.

(c) Developer Parcels. Notwithstanding anything in the Master Development Agreement to the contrary, the “Developer Parcels” and all references thereto shall mean (1) those certain parcels of the Phase I Property designated on the Master Conceptual Plan (as amended by this Amendment) as (i) Parcels 2a and b(Multifamily), (ii) Parcel 6a(Commercial 1), (iii) Parcel 6b(Commercial 2), (iv) Parcel 8(Commercial 3), and (v) Parcel 9(Commercial 4), and (2) those certain parcels of the Phase II Property designated in the Master Conceptual Plan as Parcels 11 and 12. For the avoidance of doubt, the Parties agree that there is no Parcel 10.

(d) Municipal Development Parcels. Notwithstanding anything in the Master Development Agreement to the contrary, the “Municipal Development Parcels” and all references thereto shall mean those certain parcels of the Phase I Property designated on the Master Conceptual Plan (as amended by this Agreement) as (i) Parcel 1(Parking Deck), (ii) Parcel 4a(Library/Community), and (iii) Parcel 4b(Market) (which parcels are sometimes referred to herein, collectively, as the “**Phase I(a) Municipal Development Parcels**”), and (iv) Parcel 3(Street A/Library Plaza), (v) Parcel 5(Grove/Promenade), and (vi) Parcel 7 (Street B, Street C and Street C Pedestrian) (which parcels are sometimes referred to herein, collectively, as the “**Phase I(b) Municipal Development Parcels**”), and (2) those certain parcels of the Phase II Property designated in the Master Conceptual Plan as Parcels 13, 14 and 15.

5. Developer Closing Date.

(a) The Parties agree that, notwithstanding anything to the contrary in the Master Development Agreement, the date “February 28, 2021” in Section 3.3(a) of the Master Development Agreement (which date was previously extended to April 29, 2021 pursuant to the Second Amendment) is hereby replaced with “May 31, 2021”.

(b) The definition of “Developer Closing Date” set forth in Section 1.1 of the Master Development Agreement is hereby deleted in its entirety and the Parties agree that Section 3.3(a) of the Master Development Agreement, as amended above, shall dictate the timing of the Developer Closings for the Phase I Property and the Phase II Property.

6. City Parties Closing Date. Notwithstanding anything in the Master Development Agreement to the contrary, the City Parties Closing shall be bifurcated into two (2) separate closings: a closing with respect to the Phase I(a) Municipal Development Parcel and a closing with respect to the Phase I(b) Municipal Development Parcels, each as more particularly described in, and pursuant to the terms and conditions of, the Joint Development Agreement and subject to the following terms and conditions:

(a) Phase I(a) Municipal Development Parcels. The DDA shall purchase the Phase I(a) Municipal Development Parcels from the Developer, pursuant to and in accordance with the terms and conditions of Section 3.4 of the Master Development Agreement, within fifteen (15) days after the Completion Date with respect to the Site Work (as such terms are defined in the Joint Development Agreement) for an aggregate amount as set forth in Section 3(e) of the Joint Development Agreement.

(b) Phase I(b) Municipal Development Parcels. The DDA shall purchase the Phase I(b) Municipal Development Parcels from Developer, pursuant to and in accordance with

the terms and provisions set forth in Section 3.4 of the Master Development Agreement, as modified by the Joint Development Agreement for the Phase I(b) Municipal Development Parcels, within fifteen (15) days after the Completion Date of the Other Work (as such terms are defined in the Joint Development Agreement) for an aggregate amount as set forth in Section 4(h) of the Joint Development Agreement.

7. Miscellaneous. To the extent of any conflict between this Amendment and the provisions of the Master Development Agreement, this Amendment shall govern and control in all respects. Except as amended by this Amendment, all other terms and provisions of the Master Development Agreement shall remain in full force and effect as originally set out therein. This Amendment may be executed in multiple counterparts, all of which together shall constitute a single instrument, and each of which shall be deemed an original of this Amendment for all purposes, notwithstanding that less than all signatures appear on any one counterpart. Electronic signatures to this Amendment, whether digital or encrypted (including, without limitation, .pdf scan copies, DocuSign signatures and similar formats) as executed by the parties, and regardless of the form of delivery (including but not limited to electronic delivery), shall be deemed and treated as executed originals for all purposes, and such electronic signatures shall be valid and binding for all purposes when transmitted to and actually received by the other party.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment under seal as of the date first above written.

CITY:

CITY OF SNELLVILLE, STATE OF GEORGIA

By: _____

Name: _____

Title: _____

Attest: _____

City Clerk

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

DDA:

**DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF SNELLVILLE**

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

DEVELOPER:

MID CAST SNELLVILLE, LLC,
a Florida limited liability company

By: _____

Name: Kirk S. Demetrops

Title: Manager

EXHIBIT A

MASTER CONCEPTUAL PLAN / PARCEL SURVEY

[to be inserted]

EXHIBIT D

STC PROJECT – LEGAL DESCRIPTION

PHASE I PROPERTY:

Being all that tract or parcel of land lying and being in Land Lots 26 & 39, 5th District, City of Snellville, Gwinnett County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at the point of intersection of the Northeasterly Right-of-Way Line of Oak Road (an apparent variable width right of way), and the Southeasterly Right-of-Way Line of North Road (an apparent variable width right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,404,139.932; East: 2,341,657.634; thence, leaving the said Point of Beginning and running with the said line of Oak Road, South 46° 00' 07" East, 9.27 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and said line of Oak Road and running along a new Proposed Right of Way Line of North Road

1. North 34° 30' 32" East, 108.38 feet; thence,
2. North 34° 39' 07" East, 75.02 feet; thence,
3. North 34° 07' 51" East, 96.90 feet; thence,
4. North 29° 22' 38" East, 94.01 feet; thence,
5. North 30° 09' 20" East, 117.04 feet; thence,
6. North 31° 11' 12" East, 28.98 feet; thence,
7. North 31° 11' 12" East, 49.90 feet; thence, running along a new proposed mitered corner between North Road and Wisteria Drive
8. North 87° 28' 26" East, 22.20 feet; thence, running along a new Proposed Right of Way Line of Wisteria Drive
9. South 36° 14' 21" East, 32.74 feet; thence,
10. 43.35 feet along the arc of a curve deflecting to the left, having a radius of 887.53 feet and a chord bearing and distance of South 37° 38' 28" East, 43.35 feet; thence,
11. South 03° 38' 06" West, 8.12 feet; thence,
12. 117.96 feet along the arc of a curve deflecting to the left, having a radius of 778.66 feet and a chord bearing and distance of South 45° 53' 41" East, 117.85 feet; thence,
13. 13.46 feet along the arc of a curve deflecting to the left, having a radius of 887.53 feet and a chord bearing and distance of South 47° 26' 23" East, 13.46 feet; thence,
14. 20.82 feet along the arc of a curve deflecting to the left, having a radius of 887.53 feet and a chord bearing and distance of South 48° 32' 47" East, 20.82 feet; thence,
15. South 49° 12' 57" East, 19.58 feet; thence,
16. 9.34 feet along the arc of a curve deflecting to the left, having a radius of 1,115.76 feet and a chord bearing and distance of South 49° 48' 57" East, 9.34 feet; thence,
17. 91.73 feet along the arc of a curve deflecting to the left, having a radius of 637.50 feet and a chord bearing and distance of South 54° 10' 39" East, 91.65 feet; thence,
18. South 58° 17' 58" East, 31.38 feet; thence,
19. South 58° 17' 58" East, 207.04 feet to a point on the existing Right of Way Line of Wisteria Drive (an apparent variable width right of way); thence, running with the said existing line of Wisteria Drive
20. South 33° 08' 28" West, 6.53 feet; thence,

21. South 57° 26' 49" East, 31.11 feet to a concrete right of way monument found; thence,
22. 46.90 feet along the arc of a curve deflecting to the right, having a radius of 824.00 feet and a chord bearing and distance of South 55° 26' 36" East, 46.89 feet to a concrete right of way monument found; thence,
23. 165.77 feet along the arc of a curve deflecting to the right, having a radius of 824.00 feet and a chord bearing and distance of South 48° 02' 42" East, 165.49 feet; thence,
24. South 40° 56' 00" East, 117.77 feet to a concrete right of way monument found on the north end of a mitered intersection between aforesaid Wisteria Drive and Clower Street (an apparent variable width right of way); thence, running with the said miter
25. 21.48 feet along the arc of a curve deflecting to the left, having a radius of 67.00 feet and a chord bearing and distance of South 06° 40' 59" West, 21.38 feet to a concrete right of way monument found on the Northwesternly Right-of-Way Line of said Clower Street; thence, running with the said line of Clower Street
26. South 47° 22' 54" West, 168.02 feet; thence,
27. South 47° 22' 54" West, 121.64 feet; thence,
28. South 47° 42' 46" West, 97.36 feet; thence,
29. 33.28 feet along the arc of a curve deflecting to the right, having a radius of 710.00 feet and a chord bearing and distance of South 48° 50' 47" West, 33.28 feet; thence, leaving the aforesaid line of Clower Street and running adjacent to the property now or formerly owned by Kikasha Properties 8, LLC, as described in a deed recorded among the aforesaid Land Records in Deed Book 51789, Page 75
30. North 29° 10' 12" West, 163.58 feet to a 1 inch open top pipe found; thence,
31. South 60° 19' 54" West, 168.30 feet to a point on the aforesaid line of Oak Road; thence, running with the said line of Oak Road
32. North 29° 36' 36" West, 144.74 feet; thence,
33. North 31° 49' 23" West, 110.08 feet; thence,
34. North 32° 22' 21" West, 7.18 feet; thence,
35. 47.5 feet along the arc of a curve deflecting to the left, having a radius of 195.00 feet and a chord bearing and distance of North 38° 48' 05" West, 47.38 feet; thence, leaving the said line of Oak Road and running along a new Proposed Right of Way Line of Oak Road
36. South 34° 42' 14" West, 7.34 feet; thence,
37. 72.25 feet along the arc of a curve deflecting to the left, having a radius of 185.15 feet and a chord bearing and distance of North 56° 16' 17" West, 71.79 feet; thence,
38. 108.67 feet along the arc of a curve deflecting to the left, having a radius of 185.15 feet and a chord bearing and distance of North 84° 15' 52" West, 107.11 feet; thence,
39. South 78° 55' 17" West, 21.17 feet to a point on the existing Right of Way Line of aforesaid Oak Road; thence, running with the existing Right of Way Line of Oak Road
40. 126.07 feet along the arc of a curve deflecting to the right, having a radius of 160.99 feet and a chord bearing and distance of North 68° 16' 35" West, 122.87 feet; thence,
41. North 46° 00' 07" West, 49.03 feet to the Point of Beginning, containing 439,087 square feet or 10.0801 acres of land, more or less.

PHASE II PROPERTY:

Being all that tract or parcel of land lying and being in Land Lot 39, 5th District, City of Snellville, Gwinnett County, Georgia and being more particularly described as follows:

Beginning for the same at concrete right of way monument found on the Northeasterly Right-of-Way Line of Wisteria Drive (an apparent variable width right of way) said point being at State Plane Coordinate (Georgia West Zone) of North: 1,404,304.588; East: 2,342,506.089; thence, leaving the said Point of Beginning and the said line of Wisteria Drive and running with the property now or formerly owned by Timothy L. Stewart, as described in a deed recorded among the Land Records of Gwinnett County, Georgia in Deed Book 11173, Page 315

1. North 57° 08' 00" East, 566.80 feet to a ¾ inch rod found; thence, running with the lines of a subdivision entitled, "N.L. Williams Subdivision, Block A, Unit 1", as recorded among the aforesaid Land Records in Plat Book H, Page 105,
2. South 44° 37' 23" East, 65.20 feet to a ¾ inch open top pipe found; thence,
3. South 45° 32' 47" East, 150.03 feet; thence,
4. South 45° 31' 16" East, 300.00 feet; thence,
5. South 45° 32' 07" East, 149.16 feet to a ½ inch open top pipe found; thence, running with the property now or formerly owned by Wisteria Place Owner's Association, Inc., as described in a deed recorded among the aforesaid Land Records in Deed Book 47825, Page 890
6. South 58° 56' 14" West, 595.66 feet to a point on the aforesaid line of Wisteria Drive; thence, running with the said line of Wisteria Drive
7. North 39° 41' 34" West, 169.99 feet; thence,
8. 114.79 feet along the arc of a curve deflecting to the left, having a radius of 67.00 feet and a chord bearing and distance of North 38° 22' 53" West, 101.26 feet to a concrete right of way monument found; thence,
9. North 39° 00' 05" West, 117.66 feet to a concrete right of way monument found; thence,
10. North 41° 51' 57" West, 4.51 feet to a concrete right of way monument found; thence,
11. 158.60 feet along the arc of a curve deflecting to the left, having a radius of 800.00 feet and a chord bearing and distance of North 46° 29' 30" West, 158.34 feet to a concrete right of way monument found; thence,
12. 82.46 feet along the arc of a curve deflecting to the left, having a radius of 800.00 feet and a chord bearing and distance of North 55° 30' 06" West, 82.42 feet to a concrete right of way monument found (leaning); thence,
13. North 56° 41' 47" West, 9.52 feet to the Point of Beginning, containing 357,680 square feet or 8.2112 acres of land, more or less.

OVERALL SITE CONCEPT PLAN



THESE PLANS ARE SCHEMATIC ONLY
AND ARE SUBJECT TO CHANGE DURING
SUBSEQUENT PHASES OF DESIGN DEVELOPMENT

THE GROVE AT TOWNE CENTER

SMALLWOOD

SNELLVILLE GEORGIA

200

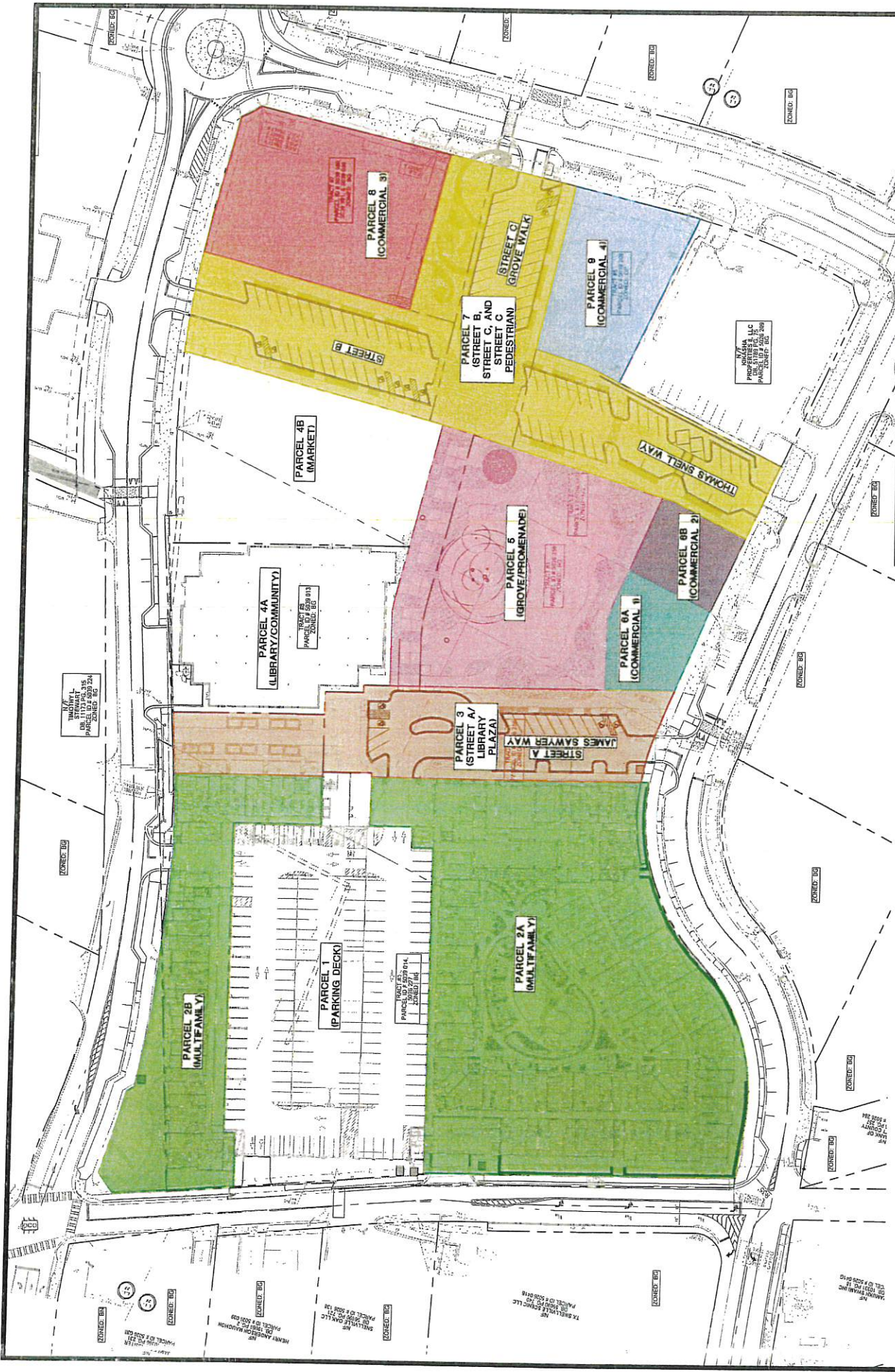


EXHIBIT A

WOLVERTON
 Engineering Solutions You Can Trust
 8745 Sugarloaf Parkway • Suite 100 • Duluth, Georgia 30097
 Phone: 770-447-8959
 www.wolvertoninc.com

Drawn: DMN	Date: 02/02/2021
Checked: TLS	Scale: 1"=120'
Job No: 19-LD-006 MAIN.DWG	

Agenda Item Summary



Date: March 22, 2021

Prepared by: Lisa A Platt, CPRP
Director Parks & Recreation

Agenda item:
Consideration and Action on Surplus of Parks & Recreation Items

Background:

The Park has multiple pieces of machinery that are old, inoperable in current condition, and the cost to repair for general use would exceed the value of the equipment. The items are:

Aluminum Bleachers:

4 sets fair condition - 15' length 5 row, 12" seat, 6" rise. Some welds broken, some bolts for benches missing, some end caps missing
2 sets poor condition

Bush Hog Pull Behind finishing mower:

Model RDTH72 S/N 3-17991 - 72" mowing deck, 2 blades, PTO connection not working.

The City will dispose of these by selling them on ebay.

Financial Impact:

There is a small cost to list these items on ebay, but that is usually recouped in the sale.

Recommendation:

Approve the surplus of the equipment listed for disposal.

Action requested:

Motion and affirmative vote to approve the listed equipment for surplus.

Attachments:

- None

Agenda Item Summary



Date: March 22, 2021

Prepared by: Lt. David Matson

Agenda item:

Consideration and Action on Surplus of City Police Vehicles

- | | | |
|--------------------|-----------------------|-------------------|
| 1. Police Unit 145 | 2006 Chevrolet Impala | 2G1WS551X69270265 |
| 2. Police Unit 152 | 2006 Chevrolet Impala | 2G1WS551269354676 |

Background:

These vehicles are in poor shape and are no longer being utilized by the Police Department. The City will dispose of these vehicles by selling them on eBay.

Financial Impact:

There is a small cost to list the vehicles on eBay, which is recouped in the sale.

Recommendation:

Approve the surplus of these vehicles for disposal.

Action requested:

Motion and affirmative vote to approve the listed vehicles for surplus.

Attachments:

- None

AGENDA ITEM SUMMARY



Date: March 22, 2021

Prepared by: Butch Sanders

Agenda Item: Confirmation of Expiration of Temporary Easements

Background: This document provides legal documentation for Mid Cast and their lender that three old temporary easements obtained by the City for LCI improvements have indeed expired.

Financial Impact: -0-

Recommendation: Approve the Document

Action requested: VOTE to approve the document

Attachments: 1. Confirmation document prepared by Powell and Edwards

[Space above this line for Recorder's use.]

Return to: Powell & Edwards, PC
P.O. Box 1390
Lawrenceville, GA 30046

Clerk: Please cross-reference this instrument to instruments recorded in Deed Book 50783, Page 415, Gwinnett County, Georgia records, Deed Book 51438, Page 576, aforesaid records, and Deed Book 51110, Page 137, aforesaid records.

STATE OF GEORGIA
COUNTY OF GWINNETT

CONFIRMATION OF EXPIRATION OF TEMPORARY EASEMENTS

The undersigned hereby confirms that the temporary easements contained in the following documents have expired:

1. Right of Way Deed executed by Carolyn Joy Ray to the City of Snellville, dated July 21, 2011, filed July 22, 2011 and recorded in Deed Book 50783, Page 415, Gwinnett County, Georgia records;
2. Right of Way Deed executed by East Mountain Insurors Building Partners, Inc. to the City of Snellville, dated January 5, 2012, filed January 10, 2012 and recorded in Deed Book 51110, Page 137, aforesaid records; and
3. Right of Way Deed executed by Thomas Gerald Rawlins and Barbara Jean Rawlins to the City of Snellville dated January 31, 2013, filed February 6, 2013 and recorded in Deed Book 51995, Page 583, aforesaid records.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this ____ day of March, 2021.

Signed, sealed and delivered
in the presence of:

City of Snellville, Georgia, a political
subdivision of the State of Georgia

Unofficial Witness

By: _____ (Seal)
Barbara Bender, Mayor

Notary Public
(NOTARIAL SEAL)

After recording return to:

Anthony O. L. Powell

P. O. Box 1390

Lawrenceville, GA 30046

BA50783 PG0415

FILED AND RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2011 JUL 22 PM 3:23

TOM LAWLER, CLERK

PT-61# 067-2011-019640
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
\$ None
TOM LAWLER CLERK OF
SUPERIOR COURT

308900

CITY OF SNELLVILLE

RIGHT OF WAY DEED

2342 Oak Road, Snellville, Georgia 30078

GEORGIA, GWINNETT COUNTY

PROJECT NO. STP-006-00(993)

P.I. NO. 0006993

THIS CONVEYANCE made and executed the 21 day of July, 20 11.

WITNESSETH that **Carolyn Joy Ray**, the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in GWINNETT County through which **Proposed Town Center LCI Transportation Improvements**, known as **Project No. STP-006-00(993)**, has been laid out by the **City of Snellville** being more particularly described in a map and drawing of said road in the City Manager's Office, Snellville City Hall, 2342 Oak Road, Snellville, Georgia, 30078 to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said **City**, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 39 of the 5 Land District of Gwinnett County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 0.017 acres, more or less, as shown colored yellow on the plat of the property prepared by MACTEC, dated February 20, 2008; revised February 28, 2011, said plat attached hereto and made a part of this deed as Exhibit "B".

For the same consideration Grantor hereby conveys and relinquishes to the **City** all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by MACTEC said right being 0 linear feet.

Parcel No. 1

0057347

18

BK50783 PG0416

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the City. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

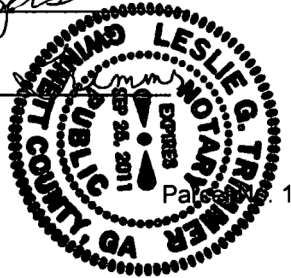
Signed, Sealed and Delivered
this 24th day of July,

Angela R. L. Myers Pas (L.S.)
Carolyn Joy Ray

20 11, in the presence of:

Betty B. Myers

Witness
Leslie G. Trimmer
Notary Public



DOT118

Revised 1/00

BK50783 PG0417

EXHIBIT "A"

PROJECT NO.:	STP-006-00(993)	Gwinnett County
P. I. NO.:	0006993	
PARCEL NO.:	1	
DATE OF RW PLANS:	February 20, 2008	
REVISION DATE:	February 28, 2011	

All that tract or parcel of land lying and being in Land Lot 39 of the 5 Land District of Gwinnett County, Georgia, being more particularly described as follows:

Beginning at a point 29.07 feet right of and opposite Station 200+00.54 on the construction centerline of Wisteria Drive on Georgia Highway Project No. STP-006-00(993) ; running thence S 30°43'36" W a distance of 10.93 feet to a point 40.00 feet right of and opposite station 200+00.74 on said construction centerline laid out for WISTERIA DR.; thence S 58°12'13" E a distance of 28.91 feet to a point 40.00 feet right of and opposite station 200+29.65 on said construction centerline laid out for WISTERIA DR.; thence southeasterly 48.493 feet along the arc of a curve (said curve having a radius of 710.000 feet and a chord distance of 48.484 feet on a bearing of S 56°14'49" E) to the point 40.00 feet right of and opposite station 200+80.88 on said construction centerline laid out for WISTERIA DR.; thence N 60°01'03" E a distance of 9.90 feet to a point 30.96 feet right of and opposite station 200+85.13 on said construction centerline laid out for WISTERIA DR.; thence N 55°31'17" W a distance of 82.34 feet back to the point of beginning. Containing 0.017 acres more or less.

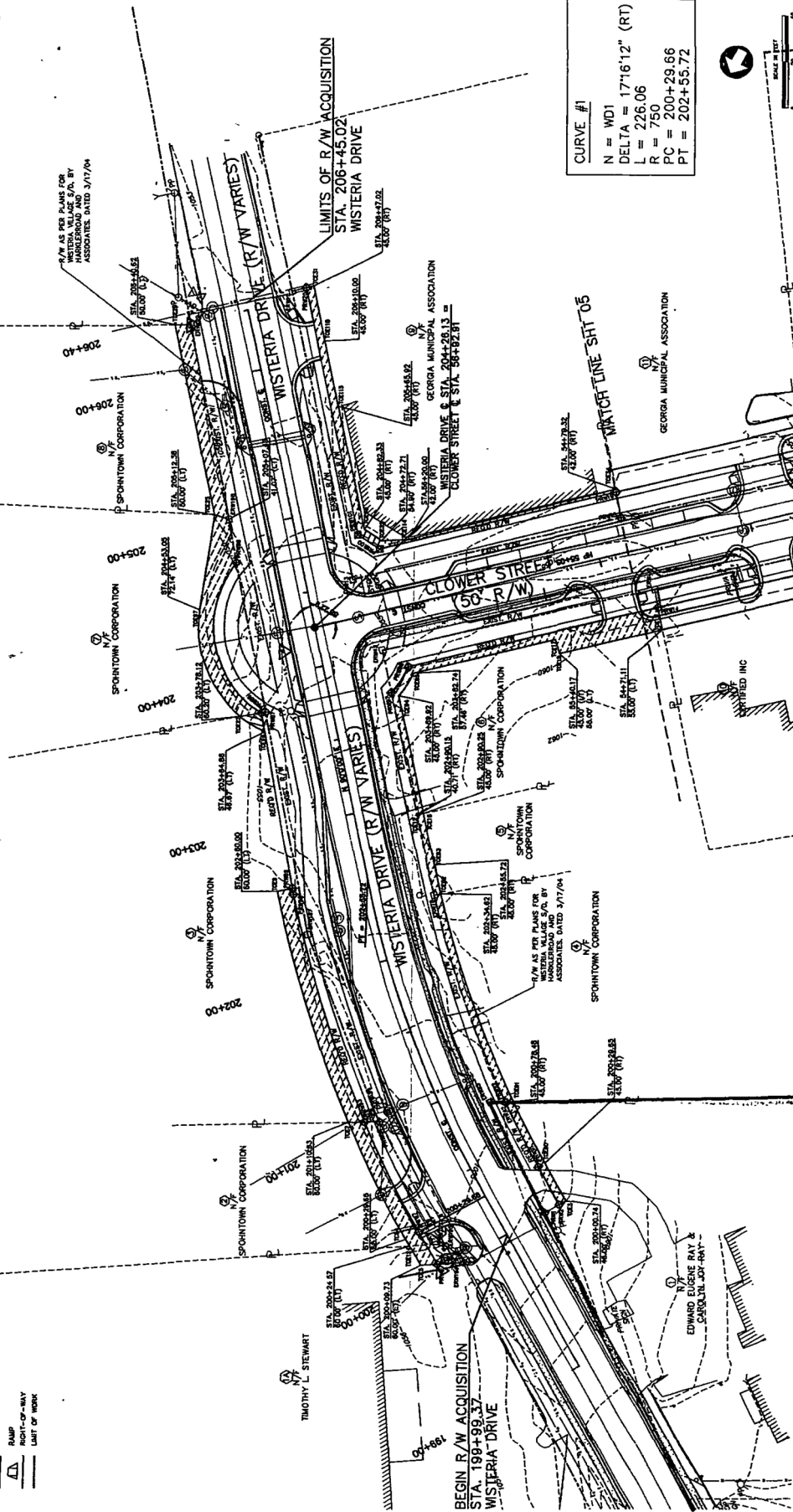
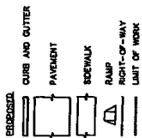
Also granted is a temporary slope easement shown colored in green on the attached plat.

Beginning at a point 40 feet right of and opposite Station 200+00.74 on the construction centerline of Wisteria Drive on Georgia Highway Project No. STP-006-00(993) ; running thence S 31°47'47" W a distance of 5.00 feet to a point 45.00 feet right of and opposite station 200+00.74 on said construction centerline laid out for WISTERIA DR.; thence S 58°12'13" E a distance of 28.91 feet to a point 45.00 feet right of and opposite station 200+29.65 on said construction centerline laid out for WISTERIA DR.; thence southeasterly 45.892 feet along the arc of a curve (said curve having a radius of 705.000 feet and a chord distance of 45.884 feet on a bearing of S 56°20'20" E) to the point 45.00 feet right of and opposite station 200+78.48 on said construction centerline laid out for WISTERIA DR.; thence N 60°01'03" E a distance of 5.49 feet to a point 40.00 feet right of and opposite station 200+80.88 on said construction centerline laid out for WISTERIA DR.; thence northwesterly 48.493 feet along the arc of a curve (said curve having a radius of 710.000 feet and a chord distance of 48.484 feet on a bearing of N 56°14'49" W) to the point 40.00 feet right of and opposite station 200+29.65 on said construction centerline laid out for WISTERIA DR.; thence N 58°12'13" W a distance of 28.91 feet back to the point of beginning. Containing 0.009 acres more or less.

The temporary slope easement will expire upon the completion of this project.

BK50783 PG0418

LEGEND



CURVE #1
N = WD1
DELTA = 17°16'12" (RT)
L = 226.06
R = 750
PC = 200+29.66
PT = 202+55.72

<p>STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION PROJECT NO: SFP-008-00(883) SHEET NO: 00418 DATE: 02/28/2011</p>		<p>CITY OF SNELLVILLE SNELLVILLE, GEORGIA MACTEC MACTEC Engineering and Consulting, Inc. 3000 WOOD HOLLOW DRIVE NORCROSS, GEORGIA 30092 (770) 411-3400</p>
<p>DESIGNED BY: [] CHECKED BY: [] IN CHARGE: [] DATE: []</p>	<p>REVIEWED BY: [] DATE: []</p>	<p>REVISIONS: 1. [] 2. [] 3. [] 4. [] 5. [] 6. [] 7. [] 8. [] 9. [] 10. []</p>

51110
00137

After recording return to:
Anthony O. L. Powell
P. O. Box 1390
Lawrenceville, GA 30046

BK51110 PG0137

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

2012 JAN 10 PM 3:23

RICHARD ALEXANDER, CLERK

PT-61 # 067-2012-000577
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
\$ 0
RICHARD T. ALEXANDER, JR. CLERK OF
SUPERIOR COURT

300326-328

CITY OF SNELLVILLE
RIGHT OF WAY DEED
2342 Oak Road, Snellville, Georgia 30078

GEORGIA, GWINNETT COUNTY

PROJECT NO. STP-006-00(993)
P.I. NO. 0006993

THIS CONVEYANCE made and executed the 5th day of JANUARY, 20 12.

WITNESSETH that **East Mountain Insurors Building Partners, Inc.**, the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in GWINNETT County through which **Town Center LCI, known as Project No. STP-006-00(993)**, has been laid out by the City of Snellville being more particularly described in a map and drawing of said road in the office of the City of Snellville, 2342 Oak Road, Snellville, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said **City of Snellville**, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 39 of the 5 Land District of Gwinnett County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of **0.028 acres**, more or less, as shown colored yellow on the plat of the property prepared by MACTEC, dated February 20, 2008; revised July 11, 2011, said plat attached hereto and made a part of this deed as Exhibit "B".

For the same consideration Grantor hereby conveys and relinquishes to the City of Snellville all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the City of Snellville said right being 0 linear feet.

Parcel No. 12




0003710

BK51110 PG0138

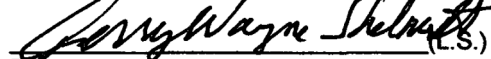
TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the City of Snellville. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 5th day of January
2012, in the presence of:


Witness

Notary Public


East Mountain Insurors Building Partners, Inc


(L.S.)


(L.S.)

Title:

(L.S.)

Attest:

(L.S.)

Title:

(L.S.)

Parcel No. 12

DOT118
Revised 1/00

BK51110 PG0139

EXHIBIT "A"

PROJECT NO.:	STP-006-00(993)	Gwinnett County
P. I. NO.:	0006993	
PARCEL NO.:	12	
DATE OF R/W PLANS:	February 20, 2008	
REVISION DATE:	July 11, 2011	Page 1 of 1

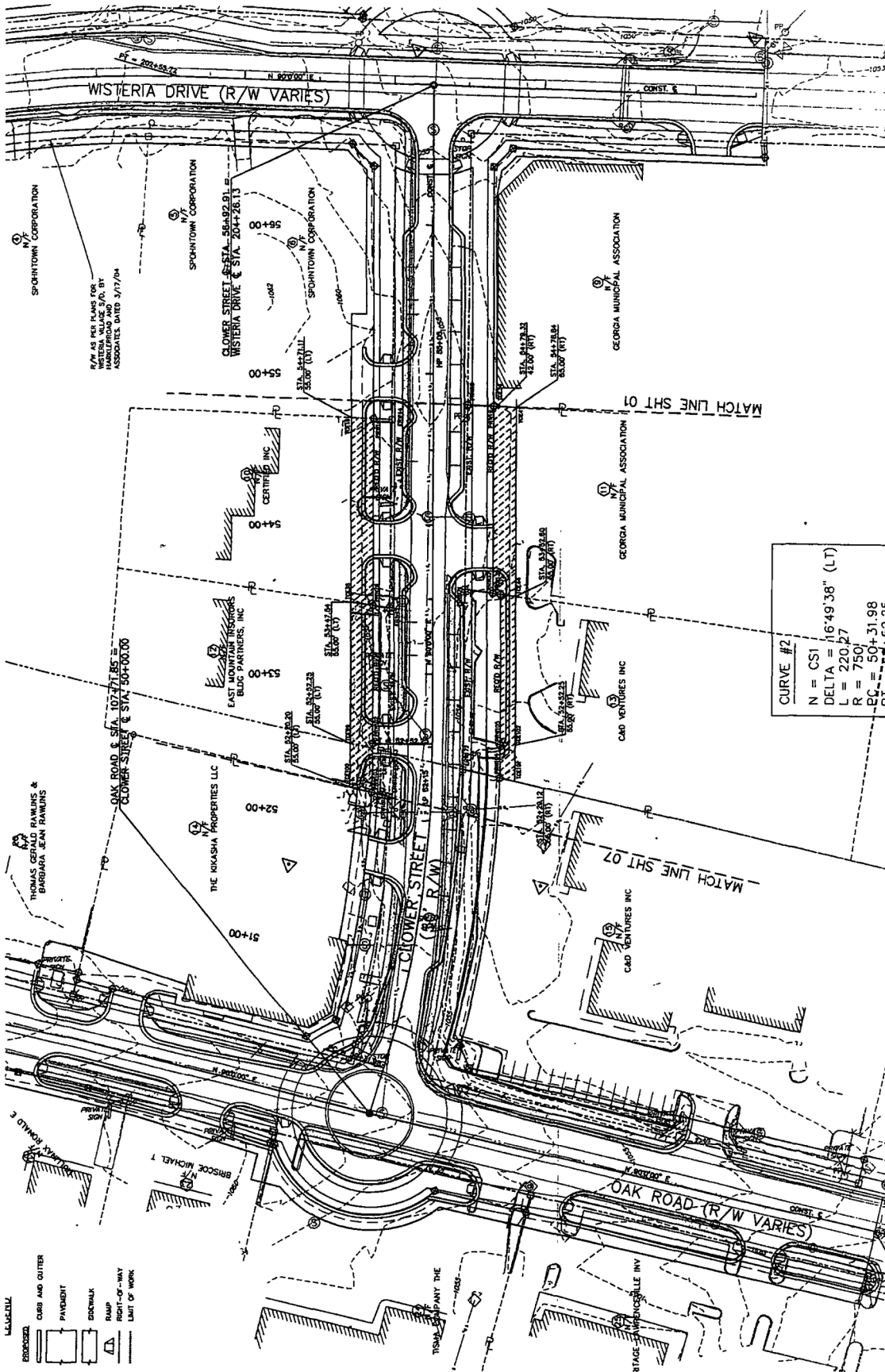
All that tract or parcel of land lying and being in Land Lot 39 of the 5 Land District of Gwinnett County, Georgia, being more particularly described as follows:

Beginning at a point 40 feet left of and opposite Station 53+45.49 on the construction centerline of Clower Street on Georgia Highway Project No. STP-006-00(993); running thence S 47°26'08" W a distance of 93.24 feet to a point 40.00 feet left of and opposite station 52+52.25 on said construction centerline laid out for CLOWER ST.; thence southwesterly 33.240 feet along the arc of a curve (said curve having a radius of 710.000 feet and a chord distance of 33.237 feet on a bearing of S 48°46'36" W) to the point 40.00 feet left of and opposite station 52+17.14 on said construction centerline laid out for CLOWER ST.; thence S 29°10'02" E a distance of 5.71 feet to a point 34.39 feet left of and opposite station 52+16.02 on said construction centerline laid out for CLOWER ST.; thence N 48°41'18" E a distance of 30.00 feet to a point 34.55 feet left of and opposite station 52+47.48 on said construction centerline laid out for CLOWER ST.; thence S 29°45'44" E a distance of 5.10 feet to a point 29.57 feet left of and opposite station 52+46.33 on said construction centerline laid out for CLOWER ST.; thence N 47°48'03" E a distance of 97.41 feet to a point 28.97 feet left of and opposite station 53+43.98 on said construction centerline laid out for CLOWER ST.; thence N 34°45'49" W a distance of 11.13 feet back to the point of beginning. **Containing 0.028 acres more or less.**

ALSO, granted is the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said City may deem proper to support or accommodate the improvement of said road, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct any required slopes within the easement areas shown colored green on the attached plats. Any slopes constructed will remain in place and the City of Snellville will cease to maintain said slopes upon expiration of said easement. Said easement is to become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the City of Snellville. Said easement is more particularly described as follows:

Beginning at a point 55 feet left of and opposite Station 53+47.54 on the construction centerline of Clower Street on Georgia Highway Project No. STP-006-00(993) ; running thence S 47°26'08" W a distance of 95.29 feet to a point 55.00 feet left of and opposite station 52+52.25 on said construction centerline laid out for CLOWER ST.; thence southwesterly 29.701 feet along the arc of a curve (said curve having a radius of 695.000 feet and a chord distance of 29.699 feet on a bearing of S 48°39'40" W) to the point 55.00 feet left of and opposite station 52+20.20 on said construction centerline laid out for CLOWER ST.; thence S 29°10'36" E a distance of 15.27 feet to a point 40.00 feet left of and opposite station 52+17.14 on said construction centerline laid out for CLOWER ST.; thence northeasterly 33.240 feet along the arc of a curve (said curve having a radius of 710.000 feet and a chord distance of 33.237 feet on a bearing of N 48°46'36" E) to the point 40.00 feet left of and opposite station 52+52.25 on said construction centerline laid out for CLOWER ST.; thence N 47°26'08" E a distance of 93.24 feet to a point 40.00 feet left of and opposite station 53+45.49 on said construction centerline laid out for CLOWER ST.; thence N 34°45'49" W a distance of 15.14 feet back to the point of beginning. **Containing 0.043 acres more or less.**

BK51110 PG0140



LEGEND

- ROADWAY
- CURB AND GUTTER
- PAVEMENT
- SEWER
- RAMP
- RIGHT-OF-WAY
- LIMIT OF WORK

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP

PROJECT NO. 2014-00-000000
CONTRACT NO. 2014-00-000000
LAND LOT NO. 330
LAND DISTRICT 3

CITY OF SNELLVILLE
SNELLVILLE, GEORGIA

MACTEC
MACTEC Engineering and Consulting, Inc.
2000 Town Point Drive, Suite 100
Atlanta, Georgia 30144 770.471.1400

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	01/14/14	JH/ADH	ISSUED FOR BIDDING
2	01/14/14	JH/ADH	ISSUED FOR BIDDING
3	01/14/14	JH/ADH	ISSUED FOR BIDDING

NOTES

- 1. AND EXISTING R/W LINE
- 2. END LIMIT OF ACCESS
- 3. LIMIT OF ACCESS
- 4. RECD R/W & LIMIT OF ACCESS
- 5. RECD R/W & LIMIT OF ACCESS
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- 99. RECD R/W & LIMIT OF ACCESS
- 100. RECD R/W & LIMIT OF ACCESS

BK 51110 PG 0141

PARCEL ID	REQ'D TEMP	EAS'T	TSR12	STATION	AL GHEIST
PMT	OFFSET				
PM19	40.01	R	54°19', 10	CLOVER ST	
TS14	42.00	R	54°19', 10	CLOVER ST	
TS14	53.00	R	54°18', 81	CLOVER ST	
TS14	53.00	R	54°18', 60	CLOVER ST	
PM19	40.01	R	54°19', 10	CLOVER ST	
TS14	42.00	R	54°19', 10	CLOVER ST	
PM19	40.00	R	54°19', 40	CLOVER ST	

[illegible]

PARCEL 10	REQ'D TEMP.	EASYS'T.	TOT'L
PRT	OFFSET	STATION	ALIGNMENT
7CE19	55.00	L	CLOSER ST.
7CE18	55.00	L	CLOSER ST.
7CE17	55.00	L	CLOSER ST.
7CE16	40.00	L	CLOSER ST.
7CE15	40.00	L	CLOSER ST.
7CE14	55.00	L	CLOSER ST.
7CE13	55.00	L	CLOSER ST.
7CE12	55.00	L	CLOSER ST.
7CE11	55.00	L	CLOSER ST.
7CE10	55.00	L	CLOSER ST.
7CE9	55.00	L	CLOSER ST.
7CE8	55.00	L	CLOSER ST.
7CE7	55.00	L	CLOSER ST.
7CE6	55.00	L	CLOSER ST.
7CE5	55.00	L	CLOSER ST.
7CE4	55.00	L	CLOSER ST.
7CE3	55.00	L	CLOSER ST.
7CE2	55.00	L	CLOSER ST.
7CE1	55.00	L	CLOSER ST.
7CE0	55.00	L	CLOSER ST.
7CE-1	55.00	L	CLOSER ST.
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7CE-3	55.00	L	CLOSER ST.
7CE-4	55.00	L	CLOSER ST.
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7CE-9	55.00	L	CLOSER ST.
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7CE-53	55.00	L	CLOSER ST.
7CE-54	55.00	L	CLOSER ST.
7CE-55	55.00	L	CLOSER ST.
7CE-56	55.00	L	CLOSER ST.
7CE-57	55.00	L	CLOSER ST.
7CE-58	55.00	L	CLOSER ST.
7CE-59	55.00	L	CLOSER ST.
7CE-60	55.00	L	CLOSER ST.
7CE-61	55.00	L	CLOSER ST.
7CE-62	55.00	L	CLOSER ST.
7CE-63	55.00	L	CLOSER ST.
7CE-64	55.00	L	CLOSER ST.
7CE-65	55.00	L	CLOSER ST.
7CE-66	55.00	L	CLOSER ST.
7CE-67	55.00	L	CLOSER ST.
7CE-68	55.00	L	CLOSER ST.
7CE-69	55.00	L	CLOSER ST.
7CE-70	55.00	L	CLOSER ST.
7CE-71	55.00	L	CLOSER ST.
7CE-72	55.00	L	C

PHI	OFFSE/	STATION/	AL GIBNETT
	DIS/	NAME	
PH14	140.00 L	S 3470.56	CLOMER ST.
PH25	140.00 L	S 3470.56	CLOMER ST.
PH26	140.00 L	S 3470.56	CLOMER ST.
PH45	140.00 L	S 3470.56	CLOMER ST.
PH46	140.00 L	S 3470.56	CLOMER ST.
PH47	140.00 L	S 3470.56	CLOMER ST.
PH48	140.00 L	S 3470.56	CLOMER ST.
PH49	140.00 L	S 3470.56	CLOMER ST.
PH50	140.00 L	S 3470.56	CLOMER ST.
PH51	140.00 L	S 3470.56	CLOMER ST.
PH52	140.00 L	S 3470.56	CLOMER ST.
PH53	140.00 L	S 3470.56	CLOMER ST.
PH54	140.00 L	S 3470.56	CLOMER ST.
PH55	140.00 L	S 3470.56	CLOMER ST.
PH56	140.00 L	S 3470.56	CLOMER ST.
PH57	140.00 L	S 3470.56	CLOMER ST.
PH58	140.00 L	S 3470.56	CLOMER ST.
PH59	140.00 L	S 3470.56	CLOMER ST.
PH60	140.00 L	S 3470.56	CLOMER ST.
PH61	140.00 L	S 3470.56	CLOMER ST.
PH62	140.00 L	S 3470.56	CLOMER ST.
PH63	140.00 L	S 3470.56	CLOMER ST.
PH64	140.00 L	S 3470.56	CLOMER ST.
PH65	140.00 L	S 3470.56	CLOMER ST.
PH66	140.00 L	S 3470.56	CLOMER ST.
PH67	140.00 L	S 3470.56	CLOMER ST.
PH68	140.00 L	S 3470.56	CLOMER ST.
PH69	140.00 L	S 3470.56	CLOMER ST.
PH70	140.00 L	S 3470.56	CLOMER ST.
PH71	140.00 L	S 3470.56	CLOMER ST.
PH72	140.00 L	S 3470.56	CLOMER ST.
PH73	140.00 L	S 3470.56	CLOMER ST.
PH74	140.00 L	S 3470.56	CLOMER ST.
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PH81	140.00 L	S 3470.56	CLOMER ST.
PH82	140.00 L	S 3470.56	CLOMER ST.
PH83	140.00 L	S 3470.56	CLOMER ST.
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PH87	140.00 L	S 3470.56	CLOMER ST.
PH88	140.00 L	S 3470.56	CLOMER ST.
PH89	140.00 L	S 3470.56	CLOMER ST.
PH90	140.00 L	S 3470.56	CLOMER ST.
PH91	140.00 L	S 3470.56	CLOMER ST.
PH92	140.00 L	S 3470.56	CLOMER ST.
PH93	140.00 L	S 3470.56	CLOMER ST.
PH94	140.00 L	S 3470.56	CLOMER ST.
PH95	140.00 L	S 3470.56	CLOMER ST.
PH96	140.00 L	S 3470.56	CLOMER ST.
PH97	140.00 L	S 3470.56	CLOMER ST.
PH98	140.00 L	S 3470.56	CLOMER ST.
PH99	140.00 L	S 3470.56	CLOMER ST.
PH00	140.00 L	S 3470.56	CLOMER ST.

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PHI	OFFSET	STATION	ALTIMETER
7238	55.00	5147.54	CLOMER ST.
7239	55.00	5252.25	CLOMER ST.
7240	54.99	5147.54	CLOMER ST.
7241	54.99	5252.25	CLOMER ST.
7242	54.99	5147.54	CLOMER ST.
7243	54.99	5252.25	CLOMER ST.
7244	54.99	5147.54	CLOMER ST.
7245	54.99	5252.25	CLOMER ST.
7246	54.99	5147.54	CLOMER ST.
7247	54.99	5252.25	CLOMER ST.
7248	54.99	5147.54	CLOMER ST.
7249	54.99	5252.25	CLOMER ST.
7250	54.99	5147.54	CLOMER ST.
7251	54.99	5252.25	CLOMER ST.
7252	54.99	5147.54	CLOMER ST.
7253	54.99	5252.25	CLOMER ST.
7254	54.99	5147.54	CLOMER ST.
7255	54.99	5252.25	CLOMER ST.
7256	54.99	5147.54	CLOMER ST.
7257	54.99	5252.25	CLOMER ST.
7258	54.99	5147.54	CLOMER ST.
7259	54.99	5252.25	CLOMER ST.
7260	54.99	5147.54	CLOMER ST.
7261	54.99	5252.25	CLOMER ST.
7262	54.99	5147.54	CLOMER ST.
7263	54.99	5252.25	CLOMER ST.
7264	54.99	5147.54	CLOMER ST.
7265	54.99	5252.25	CLOMER ST.
7266	54.99	5147.54	CLOMER ST.
7267	54.99	5252.25	CLOMER ST.
7268	54.99	5147.54	CLOMER ST.
7269	54.99	5252.25	CLOMER ST.
7270	54.99	5147.54	CLOMER ST.
7271	54.99	5252.25	CLOMER ST.
7272	54.99	5147.54	CLOMER ST.
7273	54.99	5252.25	CLOMER ST.
7274	54.99	5147.54	CLOMER ST.
7275	54.99	5252.25	CLOMER ST.
7276	54.99	5147.54	CLOMER ST.
7277	54.99	5252.25	CLOMER ST.
7278	54.99	5147.54	CLOMER ST.
7279	54.99	5252.25	CLOMER ST.
7280	54.99	5147.54	CLOMER ST.
7281	54.99	5252.25	CLOMER ST.
7282	54.99	5147.54	CLOMER ST.
7283	54.99	5252.25	CLOMER ST.
7284	54.99	5147.54	CLOMER ST.
7285	54.99	5252.25	CLOMER ST.
7286	54.99	5147.54	CLOMER ST.
7287	54.99	5252.25	CLOMER ST.
7288	54.99	5147.54	CLOMER ST.
7289	54.99	5252.25	CLOMER ST.
7290	54.99	5147.54	CLOMER ST.
7291	54.99	5252.25	CLOMER ST.
7292	54.99	5147.54	CLOMER ST.
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7295	54.99	5252.25	CLOMER ST.
7296	54.99	5147.54	CLOMER ST.
7297	54.99	5252.25	CLOMER ST.
7298	54.99	5147.54	CLOMER ST.
7299	54.99	5252.25	CLOMER ST.
7300	54.99	5147.54	CLOMER ST.
7301	54.99	5252.25	CLOMER ST.
7302	54.99	5147.54	CLOMER ST.
7303	54.99	5252.25	CLOMER ST.
7304	54.99	5147.54	CLOMER ST.
7305	54.99	5252.25	CLOMER ST.
7306	54.99	5147.54	CLOMER ST.
7307	54.99	5252.25	CLOMER ST.
7308	54.99	5147.54	CLOMER ST.
7309	54.99	5252.25	CLOMER ST.
7310	54.99	5147.54	CLOMER ST.
7311	54.99	5252.25	CLOMER ST.
7312	54.99	5147.54	CLOMER ST.
7313	54.99	5252.25	CLOMER ST.
7314	54.99	5147.54	CLOMER ST.
7315	54.99	5252.25	CLOMER ST.
7316	54.99	5147.54	CLOMER ST.
7317	54.99	5252.25	CLOMER ST.
7318	54.99	5147.54	CLOMER

[illegible][illegible]

WEBB, TANNER, POWELL,
MERTZ & WILSON LLP
10 Lumpkin Street
Lawrenceville, GA 30046

BK 51995 PG 0583

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

2013 FEB -6 PM 3:28

RICHARD ALEXANDER, CLERK

301440

PT-81 #107-2013-008087

GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX

\$ 0
RICHARD T. ALEXANDER, JR. CLERK OF
SUPERIOR COURT

CITY OF SNELLVILLE
RIGHT OF WAY DEED
2342 Oak Road, Snellville, Georgia 30078

GEORGIA, GWINNETT COUNTY

PROJECT NO STP-006-00(993)
P I NO 0006993

THIS CONVEYANCE made and executed the 3rd day of January, 20 13

WITNESSETH that Thomas Gerald Rawlins and Barbara Jean Rawlins, the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in GWINNETT County through which Town Center LCI Transportation Improvements, known as Project No. STP-006-00(993), has been laid out by the City of Snellville being more particularly described in a map and drawing of said road in the office of the City of Snellville, 2342 Oak Road, Snellville, Georgia, to which reference is hereby made

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1 00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said City of Snellville, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows.

All that tract or parcel of land lying and being in Land Lot 26 of the 5th Land District of Gwinnett County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference

Said right of way is hereby conveyed, consisting of 0.031 acres, more or less, as shown colored yellow on the plat of the property prepared by MATEC, dated February 20, 2008, revised April 10, 2012, said plat attached hereto and made a part of this deed as Exhibit "B"

For the same consideration Grantor hereby conveys and relinquishes to the City of Snellville all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by MACTEC said right being 0 linear feet

Parcel No 20

0014730

14

BK 51995 PG 0584

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the City of Snellville. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written

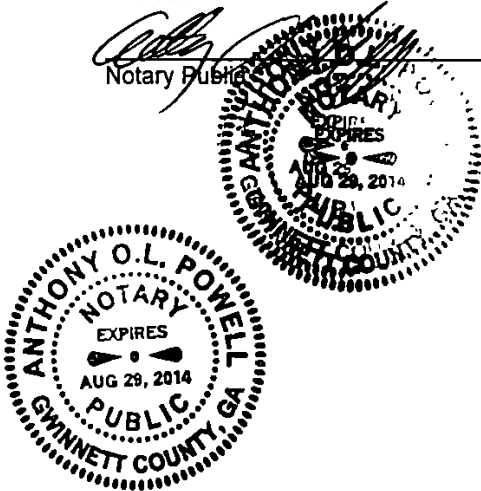
Signed, Sealed and Delivered
this 31st day of January,
20 13, in the presence of

Leslie C. Simms
Witness

[Signature]
Notary Public

[Signature] (L.S.)
Thomas Gerald Rawlins

[Signature]
Barbara Jean Rawlins



Parcel No 20

DOT118
Revised 1/00

BK 51995 PG 0585

EXHIBIT "A"

PROJECT NO	STP-006-00(993)	Gwinnett County
P I NO	0006993	
PARCEL NO	20	
DATE OF R/W PLANS.	February 20, 2008	
REVISION DATE	April 10, 2012	Page 1 of 1

All that tract or parcel of land lying and being in Land Lot 39 of the 5 Land District of Gwinnett County, Georgia, being more particularly described as follows.

Beginning at a point 45 feet left of and opposite Station 104+17.75 on the construction centerline of Oak Road on Georgia Highway Project No. STP-006-00(993), running thence S 60°21'43" W a distance of 8.95 feet to a point 36.05 feet left of and opposite station 104+17.41 on said construction centerline laid out for OAK RD ; thence S 29°19'45" E a distance of 143.70 feet to a point 30.15 feet left of and opposite station 105+60.18 on said construction centerline laid out for OAK RD , thence N 60°30'42" E a distance of 10.00 feet to a point 40.15 feet left of and opposite station 105+60.32 on said construction centerline laid out for OAK RD , thence N 29°44'43" W a distance of 143.73 feet back to the point of beginning **Containing 0.031 acres more or less.**

ALSO, granted is the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said City may deem proper to support or accommodate the improvement of said road, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct any required curb and gutter within the easement areas shown colored green on the attached plats. Any slopes constructed will remain in place and the City of Snellville will cease to maintain said slopes upon expiration of said easement. Said easement is to become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the City of Snellville. Said easement is more particularly described as follows:

Beginning at a point 55 feet left of and opposite Station 104+18.13 on the construction centerline of Oak Road on Georgia Highway Project No. STP-006-00(993), running thence S 60°21'42" W a distance of 10.01 feet to a point 45.00 feet left of and opposite station 104+17.75 on said construction centerline laid out for OAK RD , thence S 29°44'43" E a distance of 143.73 feet to a point 40.15 feet left of and opposite station 105+60.32 on said construction centerline laid out for OAK RD , thence N 60°30'42" E a distance of 19.85 feet to a point 60.00 feet left of and opposite station 105+60.59 on said construction centerline laid out for OAK RD., thence N 41°05'30" W a distance of 28.72 feet to a point 54.99 feet left of and opposite station 105+33.84 on said construction centerline laid out for OAK RD ; thence N 31°49'14" W a distance of 115.71 feet back to the point of beginning. **Containing 0.043 acres more or less.**

